

# EXHIBIT C

**NORTHERN CALIFORNIA  
MAINTENANCE CONTRACTORS  
AGREEMENT**

**with**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, UNITED SERVICE WORKERS  
WEST**

**May 1, 2016 through April 30, 2020**

**PRE-PRINT FINAL**

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**NORTHERN CALIFORNIA MAINTENANCE CONTRACTORS AGREEMENT**  
**MAY 1, 2016 THROUGH APRIL 30, 2020**

**STRUCTURE OF THIS AGREEMENT**

The Northern California Maintenance Contractors Agreement covers both the Bay Area and the Sacramento Area, as defined below. The Agreement is divided into the following principal sections:

1. Main Body of the Agreement: Non-Economic Language Provisions. All language shown in regular typeface applies to both the Bay Area and the Sacramento Area. Articles, Sections and Subsections which apply to only one of the two areas follow a statement indicating which of the two areas applies.
2. Appendix A: Bay Area Economic Provisions. Appendix A shows the total economic package for each type of worksite, as well as provisions applying to all Bay Area sites. The Bay Area Side Letters specifying conditions at particular sites are published separately.
3. Appendix B: Sacramento Area Economic Provisions. Appendix B shows the total economic package for each type of worksite, as well as provisions applying to all Sacramento Area sites. The Sacramento Appendices specifying conditions at particular sites are published separately.
4. Additional Appendices. These apply to both the Bay Area and the Sacramento Area. The following Appendices are included:

Appendix C	SEIU National Industry Pension Fund
Appendix D	Maintenance Industry Labor-Management Cooperation Trust Fund
Appendix E	Side Letter on Subcontracting to Minority Business Enterprise Contractors
Appendix F	Benefit Provisions pursuant to Legislation
F-1	Paid Sick Leave
F-2	Minimum Value Coverage Pursuant to Health Care Legislation
Appendix G	Special Provisions Regarding Sexual Harassment and Misconduct, and Wage and Hour Protocol
Appendix H	Waiver of Provisions of California Labor Code 238.5
Appendix I	List of Signatory Employers

## **AGREEMENT**

This Agreement is made and entered into effective May 1, 2016, by and between those signatory Employers hereinafter referred to as the "Employer" and the Service Employees International Union, United Service Workers West, hereinafter referred to as the "Union" (successor to SEIU Local 1877, also referred to as "SEIU-USWW").

The Employer recognizes the Union as the sole collective bargaining representative for its employees within the specifically defined counties of Santa Clara, San Mateo, Alameda, and Contra Costa (hereinafter referred to as the "Bay Area"), and Sacramento, Yolo, and Placer (hereinafter referred to as the "Sacramento Area"), in the State of California. This Agreement is the successor to the previous Northern California Maintenance Contractors Agreement and to the previous Bay Area Maintenance Contractors Agreement and the Sacramento Area Agreement. Any other Collective Bargaining Agreement between any signatory Employer and the Union within the geographic jurisdiction of this Agreement shall remain separate from this Agreement.

## **ARTICLE I – NON DISCRIMINATION AND NON HARASSMENT**

1.1 The Union and the Employer agree they shall not discriminate against any applicant or employee in hiring, promotions, assignments, recall or lay off status, because of race, color, ancestry, religion, creed, national origin, age, sex, gender, age, ancestry, physical or mental disability (as defined by the Americans with Disabilities Act), marital status, military and veteran status, maternity status, sexual orientation, genetic information, gender identity, or gender expression. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

The Employer and the Union further agree to comply with all applicable federal, state, and local laws intended to prevent discrimination against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, veteran status, Shop Steward and/or Union activity. The Employer and Union agree that they will not retaliate against any person who makes or assists a person complaining about a violation of any such law.

Whenever the masculine gender is used in the Agreement it shall be deemed to include the feminine gender and vice versa as the case may be.

1.2 The Union, the employees and the Employer are committed to providing a work environment that is free of unlawful harassment. This would include harassment based on any of the following categories: race, color, religion, sex, national origin, ancestry, age, sexual orientation or marital status. Any employee who believes

that harassment has taken place, should immediately report the facts to the Employer. Any person found by the Company to have harassed another in violation of this policy will be subject to discipline.

## **ARTICLE II – UNION RECOGNITION**

### **2.1 Scope of Bargaining Unit**

The Employer recognizes the Union as the sole collective bargaining agent for all persons that come under the jurisdiction of the Union, in all establishments or places of business which the Employer is now, or may in the future be servicing under contract or otherwise, and the Employer agrees to pay the wages and to work his employees under the terms and conditions of employment hereinafter set forth. The parties have agreed that the classifications covered by this Agreement are exclusive of clerical, supervisory and management employees. See the Appendices to this Agreement for the classifications covered in each geographic area.

### **2.2 Authority of Forepersons**

The Employer shall not authorize Forepersons or other bargaining-unit employees to impose discipline or perform the following supervisory duties: hiring, assigning permanent schedules or work areas, evaluating employees, adjusting grievances, or determining rates of pay in excess of the levels specified in this Agreement.

### **2.3 The Employer and the Union agree to establish a joint Committee to discuss potential organizing by the Union of non-union Janitorial employees in Northern California counties not covered by this Agreement.**

### **The following Sections 2.4 and 2.5 apply only to the Bay Area:**

### **2.4 The parties have agreed that the classifications covered by this Agreement shall include Janitor, Utility and Power Sweeper, Waxer, Window Cleaner, Matron and Foreperson.**

### **2.5 It is hereby agreed by and between the Service Employees International Union United Service Workers West and those firms signatory to this Collective Bargaining Agreement with SEIU-USWW that the work entitled "pressure washing" is excluded from Union jurisdiction.**

### **The following Section 2.6 applies only to the Sacramento Area:**

### **2.6 The Sacramento Area Employers agree to the concept of a Regional Contract provided that they retain the right to negotiate on Non-Economic and Economic**

terms separate from the Bay Area Maintenance Contractors. In addition, they retain the right to conduct these negotiations in the Sacramento Area.

### **ARTICLE III – HIRING AND EMPLOYMENT**

#### **3.1 Union Security**

- A. As a condition of continued employment, all employees employed by the Employer in the unit which is the subject of this Agreement shall become and remain members of the Union not later than thirty-one (31) days following the beginning of their employment, or the execution date of this Agreement, whichever is the later. Upon notice from the Union that any employee is not in good standing the Employer shall discharge said employee within ten (10) days after receiving such notice, unless the employee puts himself/herself in good standing with the Union before the expiration of the ten (10) day period, herein mentioned, and before such discharge.
- B. The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action resulting from this Article 3 or from the Employer's reliance upon the authenticity or effectiveness of such authorization cards.

#### **3.2 Hiring**

- A. When new or additional employees are needed, the Employer shall notify the Union of the number and classifications of employees needed.
- B. Part-time employees shall have priority over new hires in filling any full-time jobs that become vacant or newly created provided such employee is qualified to perform the work. Employees not regularly scheduled shall be given consideration for full time positions provided they are qualified to perform the work.
- C. Applicants for jobs shall be referred by the Union to the Employer for employment on a nondiscriminatory basis without reference to their Union membership or lack of such membership, provided that such referral shall not be affected in any way by Union rules, regulations, by laws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.
- D. In hiring, the Employer shall consider giving preference to applicants previously employed in the Service Employees industry in the local labor

market area. The Employer shall be the sole judge of applicants and reserves the right to reject any applicant referred by the Union.

- E. The Employer shall give the Union equal opportunity with all other sources to refer suitable applicants for employment, provided the Employer on the date of hiring shall notify the Union of the name and address of each person hired. If the Employer utilizes a fee employment agency for the purpose of securing janitorial employees, the entire fee of said employment agency covering each employee shall be borne solely by the Employer.
- F. During the employment of any person while such person is not yet a member of the Union, the Employer shall pay said person so employed the contract wage rates and provide all other benefits the employee is entitled to. The Employer shall in all other aspects require said employee to work under and live up to all rules and regulations specified in the Agreement.

**3.3 Retention of Employees at Non-Union Sites**

When an Employer takes over the servicing of an establishment not being serviced by a Union Contractor and the Union can demonstrate that the changeover of contractor was a direct result of the Union organizing efforts, the Employer shall employ employees of the prior contractor at the site within the specifications of the site. The Employer will give consideration to employees not so retained being hired elsewhere in the company.

**3.4 Probationary Period**

All new employees shall be probationary for a period of sixty (60) work days and shall have no recourse to the grievance procedure. Employees shall not attain building site seniority until they have completed a probationary period of sixty (60) work days. This probationary period may be extended by mutual agreement between the Union and the Employer. Termination for any cause during this period shall not be subject to the Grievance Procedure.

**3.5 Temporary Positions**

If a laid off employee indicates his/her interest in accepting a temporary position(s) in writing to the Employer, and the position is of at least ninety (90) days in length of a documented leave, then the Employer will make reasonable efforts to call employees from such list based on existing practices.

**3.6 Agency Employees**

The Employer is prohibited from using employees paid by Temporary agencies to fill positions under this Agreement for longer than the first thirty (30) days on the job, except in circumstances where subcontracting is allowed as defined in this Agreement. If an Employer can show proof that it would incur a penalty from the

Temporary Agency due to hiring an employee of the Temporary Agency after thirty (30) days, it may use the Temporary Agency employee for up to ninety (90) days, or until it would no longer incur such penalty, whichever occurs first.

## **ARTICLE IV– CHECK OFF**

### **4.1 Payment of Membership Initiation and Dues**

The Employer shall, at the time of hire, inform each new employee who comes under the scope of the Agreement, of the existence and terms of the Agreement and of such employee's obligations of Union membership. Further, the Employer shall, at the time of hire, give each new employee a copy of the Notice to New Employees, an authorization and membership application form. The Union agrees to provide the Employer with copies of these notices.

### **4.2 Monthly Remittance**

The Employer will furnish the Union with an alphabetical check-off list each month, indicating thereon the amount due for each employee and worksite. The Employer shall add to this list, the name and address and home phone number if available and social security number and worksite of any new employee whose name does not appear on the check-off list, and shall submit union membership forms completed by such new employees. The Employer shall delete the names of employees no longer employed.

Authorization cards will be distributed with employee packet. New employees who refuse to sign an authorization card will be listed with the check-off list.

### **4.3 Upon signed authorization of the employee, the Employer agrees to deduct from the pay of each employee, union dues, initiation fees, assessments and COPE contributions. The dues shall be deducted on the first pay period of each month and shall be submitted to the Secretary-Treasurer of SEIU, United Service Workers West by the 20<sup>th</sup> of the following month. The Union shall notify the Employer of the amounts that are to be deducted from the employee for dues, initiation fees, assessments, and COPE contributions.**

### **4.4 The regular monthly dues for regular employees shall be deducted from the first paycheck of each calendar month. By mutual agreement between the Employer and employee, monthly dues may be deducted from the first and second paychecks of each calendar month. For newly hired regular employees, one fourth of the full initiation fee and the first month's dues shall be deducted from the employee's first paycheck in the second month of employment. The balance of the initiation fee shall be deducted in three installments, to be deducted along with each month's regular dues.**

4.5 The Union agrees and the employees agree to forever hold and save the Employer harmless from any action or cause of action resulting from such possible withholdings.

## **ARTICLE V – ENFORCEMENT**

### **5.1 Union Access**

The Union Representative shall be allowed to visit the Employer's building for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The Union Representative shall report to the Contractor's representative before proceeding through the building. If prior approval is needed for visitation, the Employer will set up the procedure for visitation. In the event the Union Representative wishes to go through the building, the Employer may send a representative to accompany him or her. Said Union Representative shall not interfere with normal course of work in the building. The Union will notify the Employer twenty-four (24) hours in advance of such visits. It shall be the Employer's responsibility to provide the Union with a list of accounts which require prior approval.

### **5.2 Union Steward**

A. The Employer recognizes the Union's right to elect or appoint Union Stewards on all shifts for the purpose of monitoring this Agreement and representing employees in attempts to resolve all problems or disputes before they are referred to the grievance procedure. The Union shall notify the Employer, in writing, and with at least ten (10) days' notice, as to who the Steward and alternates may be in each location.

B. The employee may request the presence of a Union Steward when being suspended or terminated. The Employer must grant such request except when circumstances are such that require immediate action. In the absence of the Union Steward, the employee may request the presence of another employee. The employee shall have the freedom to select the Union Steward of his/her choice among the Stewards available at the time of the meeting (at the same work site and on the same shift).

5.5 The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent of all employees covered under the terms of this Agreement, and, therefore, agrees that it will cooperate with the Employer and lend its support to assure a full day's honest effort on the part of each of its members in return for a day's pay; that it will support the Employer in its efforts to conserve materials and supplies, improve the quality of performance, help in preventing accidents, and strengthen good will between the Employer, employee, and the Union.

5.3 Union Bulletin Board

The Employer shall allow a section of the main bulletin board located at the Employer's office or headquarters to be used by the Union for the purpose of posting notices of official business of the Union. The Employer further agrees to allow the posting of official notices at sites where there are four (4) or more employees covered by this Agreement where it will be reasonably convenient for the employees to observe them, subject to the approval of the client. The Union agrees that it will not distribute handbills, posters or other literature within the building of the client.

5.4 The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent of all employees covered under the terms of this Agreement, and, therefore, agrees that it will cooperate with the Employer and lend its support to assure a full day's honest effort on the part of each of its members in return for a day's pay; that it will support the Employer in its efforts to conserve materials and supplies, improve the quality of performance, help in preventing accidents, and strengthen good will between the Employer, employee, and the Union.

**The following Section 5.5 applies only to the Bay Area:**

5.5 The Employer will make reasonable efforts to meet with Union Stewards up to thirty (30) minutes a week on company time to review items of concern. Union Stewards may also speak with employees in their own worksites within this thirty (30) minute period. It is understood that the thirty (30) minutes referred to does not have to be at one time but it may be spread throughout the week.

**ARTICLE VI – NO STRIKE/LOCKOUT**

6.1 For the duration of this Agreement, the Union, its agents, and its members agree, both individually and collectively, that they shall not authorize, cause, sanction, aid, engage in or assist in any strike, boycott, slowdown of operations, or stoppage of work for any reason, including honoring an unsanctioned picket line of another union, that has not been properly sanctioned by the appropriate Central Labor Council nor shall they attempt to prevent access of any person to any job site. The Employer agrees that during the same period it will not engage in, cause, or aid in a lockout of Union employees.

6.2 In the event of any violation of this Section, the violating party, whether it be the Union or the Employer will, in good faith and without delay, publicly disavow the violation and attempt to bring about a quick termination of the violation.

- 6.3 **Honor Union Picket Lines:** It shall not be a violation of this Agreement and it shall not be cause of disciplinary action for any employee covered by this Agreement to refuse to go through or work behind any picket line established because of a strike authorized by the appropriate Central Labor Council or the Teamsters Joint Council #7.
- 6.4 The Union agrees not to utilize Union Access visits scheduled with prior notification to the Employer for the purpose of activities directed to the Employer's client or the client's tenants or employees (including activities or communication related to the Employer); however, this shall not restrict or limit the Union's right to communicate directly with members of the Union.

## **ARTICLE VII – MANAGEMENT RIGHTS**

- 7.1 It is expressly agreed that all rights which ordinarily vest in and are exercised by the Employer, except as such as clearly relinquished herein by the Employer, are reserved to and shall continue to vest in the Employer. This shall include, this enumeration being merely by way of illustration and not by way of limitation, the right to: manage the company and direct the working forces, including the right to hire and to suspend, discipline or discharge employees for just cause, the right to transfer employees from one department and/or classification to another based on the needs of the employer; layoff or relieve employees from work because of a lack of work or for other legitimate reasons based upon the needs of the employer; promote and/or transfer employees to positions and classifications not covered by this Agreement, it being understood that employees in the bargaining unit cannot be forced to take a position outside the bargaining unit; make such operating changes as are deemed necessary by the Employer for the efficient and economical operation of the company, including the right to change the normal work week, the number of hours normally worked during the work week, the length of the normal work day, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be operated; the right of the Employer to assign duties and tasks; transfer persons from positions and/or classification not covered by this Agreement to positions and/or classifications covered by this Agreement; maintain discipline and efficiency; determine the type of machines and/or equipment to be used or furnished by the Employer, the location of work assignments, within work periods and the methods and means to conduct the business of the Employer; the right of the Employer to establish, eliminate, combine jobs and classifications; in addition to the rights specified above, the right of the Employer to evaluate all employees covered by this Agreement, and the right of the Employer to subcontract work based upon the needs of the company as permitted under this Agreement.

7.2 In the event of any conflict between a provision in this Article VII and another provision of this Agreement, or between a provision in this Article VII and a provision of the National Labor Relations Act, the other provision of this Agreement or of the National Labor Relations Act shall prevail.

## **ARTICLE VIII – WAGES AND MILEAGE**

### **8.1 Payment for Travel**

- A. An employee who is required to move from location-to-location in the course of performing his work assignments shall be paid for all time spent in traveling between such locations.
- B. An employee who is requested or required by the Employer to furnish his own vehicle between locations shall be reimbursed. The mileage allowance shall be thirty five cents (\$0.35) per mile.

Computation of such reimbursed mileage shall begin with the first location and shall include all distances traveled to each location thereafter.

- C. The Employer shall carry non-ownership liability insurance on the vehicles in connection with their work.

### **The following subsections D and E apply only to the Bay Area:**

- D. All payments due to reimburse employees for the use of their own vehicles shall be paid at each pay period, either by separate check or together with the payroll check, the amount of such payment to be specified on the check stub.
- E. In the event the Employer fails to secure non-ownership liability insurance, he shall assume full responsibility for all legal fees, court costs, or damages incurred by the employee by the use of such vehicle during the course of his work.

### **The following subsection F applies only to the Sacramento Area:**

- F. All payments due to reimburse employees for the use of their own vehicles shall be paid at least one time per month either by separate check or together with the payroll check, the amount of such payment to be specified on the check stub.

8.2 Working out of Classification

Any employee required to work out of his/her job classification and/or pay rate into a higher pay classification, shall be paid the higher classification rate for all hours worked, after two (2) hours, in that classification.

8.3 Wage scale: refer to Appendix A (page 48) for the appropriate wage rates, differentials and wage increases applying to the Bay Area. Refer to Appendix B (page 89) for the appropriate wage rates and wage increases applying to the Sacramento Area.

8.4 Payment of Wages

Employees shall be paid the minimum of two (2) times per month and each Employer shall establish definite paydays and the employees shall be informed of the paydays. If payday falls on a weekend the Employer will make a reasonable effort to pay employees on the preceding Friday during the business day.

8.5 Disbursements for Wages

All disbursements for wages shall be made by voucher check, which shall show the total number of hours worked, the rate of pay, and an itemized list of all deductions made therefrom. The Employer may also offer alternate methods of payment consistent with current practice.

8.6 Union Inspection of Paychecks

The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after the same has been returned to the Employer by the Bank, and the Employer shall make the time card and payroll records available to the representative of the Union upon request at any time within six (6) months from the date of issuance. It is agreed that this section shall only be used in case of a dispute between the Employer and the employee over wages, hours or working conditions.

8.7 Government Wage Determination

When an Employer bids or provides service at a location covered by either a State, Federal, local government agency, or City wage determination and that determination is different from the salary and benefit schedule of this Agreement, then the wage and benefit determination established by the government shall apply.

8.8 No Reduction of Hours

No full shift employee or part time employee shall have his hours reduced as a result of the signing of this Agreement.

8.9 Correction of Paycheck Errors

**The following subsection A applies only to the Bay Area:**

- A. Any employee whose pay check is short due to the Employer's error shall be reimbursed as soon as possible. The Employer will make a reasonable effort to give out paychecks the day before a holiday if the payday falls on that holiday.

**The following subsection B applies only to the Sacramento Area:**

- B. If there is a payroll error reported to the Company, the Employer agrees to correct such error as soon as reasonably practical. The Employer will make a reasonable effort to give out paychecks the day before a holiday if the payday falls on that holiday.

8.10 Construction Cleanup

**The following subsection A applies only to the Bay Area:**

- A. Any clean-up work on any new construction shall be covered under this Agreement after the building has been turned over to the new owner.

**The following subsection B applies only to the Sacramento Area:**

- B. Any clean-up work on any new construction contracted by the building owner or manager shall be covered under this Agreement.

**ARTICLE IX – WORKING CONDITIONS AND JOB EXPENSE**

9.1 Non Solicitation

The Employer agrees that no member of the Union shall be permitted or requested to solicit customers or work which is being performed by a fair competitor or by any Union member or members.

9.2 Uniforms and Safety Equipment

If special uniforms, safety equipment, overalls, or coveralls are required, it is agreed that such must be furnished by the Employer without cost to the employee and the cost of upkeep and maintenance of them must be paid for by the Employer.

The employees agree to take good care of such uniforms, safety equipment, overalls, or coveralls, and not to wear same except in the course of their working

hours, meal time excepted. Employees who fail to wear safety equipment may be disciplined.

The Employer will supply those materials necessary for the employees to perform their work.

The Employer shall supply and store a first aid kit at each job site.

9.3 Work Rules

**The following subsection A applies only to the Bay Area:**

A. Rules and regulations for the conduct of business as the Employer shall consider necessary and proper and which do not conflict with the terms and conditions of this Agreement shall be observed by all employees. All work rules for which an employee may be disciplined or discharged shall be either posted or supplied to employees so that they may become familiar with such regulations. A copy of these rules and regulations shall be submitted to the Union at least ten (10) days prior to the effective date of said rules. Should the Union consider any rule unreasonable, the parties shall meet and attempt to resolve the differences. If no resolution can be made, then it shall be treated through the grievance procedure.

**The following subsection B applies only to the Sacramento Area:**

B The Employer's work rules are incorporated into this section. Work rules shall be distributed to each employee with a copy to the Union.

9.4 Non-Bargaining Unit employees

Non-bargaining unit employees will not perform work of the bargaining unit except for the purposes of training or in emergency situations. Supervisors may perform work as provided in the foregoing sentence or when assisting bargaining unit employees which does not result in a reduction of hours.

9.5 No Sexual Harassment

The Employer, Union and employees agree to cooperate in maintaining an environment free from sexual harassment in accordance with the Employer's policy concerning sexual harassment. See Appendix G for policies and rules regarding Sexual Harassment and Misconduct.

**The following Sections 9.6 and 9.7 apply only to the Bay Area:**

9.6 No Window Cleaner shall be allowed to work on an extension ladder more than four (4) hours in any one day. Only in case of extreme emergency, where an employee can finish a job, one (1) more hour will be permitted.

There will be two (2) employees required on all jobs where a ladder of eighteen (18) feet or longer is used, one (1) employee will hold and protect the base of the ladder.

All other safety conditions, not specified herein, but which form a part of the rules and regulations of the California Industrial Accident Commission for Window Cleaners shall be observed by the Employer.

9.7 Part-Time Employees

The Employer may employ part time employees. Two or more part time employees shall not work on the same job and thus reduce work opportunities for one employee. (Example: On an eight (8) hour job, only one (1) employee can work... not two (2) four (4) hour employees. On a six (6) hour job only one (1) employee can work... not two (2) three (3) hour employees).

**The following Section 9.8 applies only to the Sacramento Area:**

9.8 The Employer agrees to continue cooperating with the Union to seek means to provide free parking for employees covered under this Agreement where this is an issue.

**ARTICLE X – HOLIDAYS**

See Appendix A (page 48) for Holiday benefits and provisions applying to the Bay Area. See Appendix B (page 89) for Holiday benefits and provisions applying to the Sacramento Area.

**ARTICLE XI – VACATION**

See Appendix A (page 48) for Vacation benefits and provisions applying to the Bay Area. See Appendix B (page 89) for Vacation benefits and provisions applying to the Sacramento Area.

**ARTICLE XII – LEAVES OF ABSENCE**

12.1 An employee returning from an authorized leave of absence shall be placed in his former job.

**12.2 Maternity Leave**

Maternity leave up to four (4) months shall be granted for any worker with six (6) or more months of continuous work. The worker shall report back to work within sixty (60) days after the date of delivery. Extension of the leave shall be granted for medical reasons with verification of the employee's doctor. Upon return to work, the employee will present a statement verifying her ability to return to her normal work. Any replacement for an employee on maternity leave shall perform the work on a temporary basis. This section shall be in compliance with current State and Federal law.

**12.3 Personal Leave of Absence**

Any employee with one (1) or more years of continuous service shall be eligible to request an unpaid leave of absence up to a maximum of thirty (30) days in one (1) calendar year for personal reasons without a break in continuity of seniority. Employees may also request an extended leave. Their request for leave of absence must be in writing and the Employer's acceptance must also be in writing. The Employer shall make the ultimate determination as to the total number of employees who will be granted a leave of absence at any one time. When an employee returns to work after completing an authorized leave of absence, he shall be reinstated to his same classification and work sites where he was employed before his absence.

Failure to return from an authorized leave on the date specified, including extensions granted by the Employer, shall be considered a voluntary quit.

The Employer shall make reasonable efforts to approve Personal Leaves of Absence requested with sufficient advance notice.

**12.4 Unpaid Union Leave**

Leave of absence with accumulative seniority and no pay shall be granted in the event an employee is elected or requested by the Union to take time off from work for official Union business. The leave shall be for a maximum of thirty (30) days but the Union may request an extension. No more than one person per site may be requested at any one time and the Employer reserves the right to refuse a request for day persons and forepersons and for other business necessities. The Union agrees to notify the Employer in a reasonable advanced notice as to the time needed and nature of the time off requested.

**Sections 12.5 through 12.7 apply only to the Sacramento Area.**

**12.5 Absence of less than sixty (60) days because of illness, accident, or injury shall be considered as time worked for purposes of seniority, including vacation seniority.**

**12.6 Medical Leave**

Employees with at least six (6) months of service shall be granted leaves of absence for bona fide illness, accident, or injury, up to six (6) months, and shall be restored to their regular job upon presentation of a doctor's certificate that they are able to return to work. If such leaves of absence exceed sixty (60) days, the employee's former seniority shall be restored upon return to work by the employer, but no seniority shall have accrued during the period of absence.

**12.7 Notification of Personal Leave**

For any non-emergency, the employee will give at least two weeks notification for such leave to his/her immediate supervisor. In the event of an emergency, delaying the expected return of an employee from leave, an employee shall give 2 days' notice prior to the last day of the approved leave, verbally and to be confirmed, if requested, in writing an extension of the leave beyond the 30 days. In extreme emergencies the employer may grant extensions of leaves with one day notice.

**ARTICLE XIII – HEALTH AND WELFARE**

**13.1 Health and Welfare**

This Section covers employees of the Employer who are covered by this Agreement. It expresses the understanding of the Employer and the Union concerning Employer contributions to the Health and Welfare Plan on behalf of such employees and their dependents, as applicable.

**13.2 Trust Fund**

All Employer contributions referred to in this Article shall be paid into the General Employees Trust Fund, at the address designated by the Trustees. It is understood that all questions concerning eligibility of employees for coverage, including the commencement and termination of coverage, shall be determined by the Trustees of said Trust Fund.

The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust (as amended) of the General Employees Trust Fund, and any plan documents or summary plan description thereof, as each of these may from time to time be amended by the Board of Trustees, and hereby acknowledges prior receipt of a copy thereof.

The Employer shall comply with all the provisions of the General Employees Trust Fund and shall maintain, furnish and make available for audit such data and records as the Trustees may require, as provided in the Agreement and Declaration of Trust of the General Employees Trust Fund.

An Employer which requests that an audit take place out of the jurisdictional area of this Agreement shall reimburse the Trust Fund for all additional costs incurred by the Fund Auditors to include travel and out of pocket expenses.

13.3 Health Plan, Eligibility and Contributions

For the appropriate Health and Welfare Plans, Employer contributions and eligibility rules, see Appendix A (page 48) for the Bay Area and Appendix B (page 89) for the Sacramento Area.

To the extent that this Agreement changes Health and Welfare benefits, the effective date of any such change shall be subject to the rules of the General Employees Trust Fund.

For employees covered under Health and Welfare Plans with Kaiser option, until an employee has affirmatively enrolled in the Kaiser benefit plan, he/she shall be covered under the default medical plan (Indemnity Plan) as specified by the Trust Fund rules.

13.4 Family and Medical Leave Act

The Employer agrees to comply with its obligations to make Health and Welfare payments pursuant to the Federal or California Medical Family Leave Act (FMLA).

13.5 Responsibility of the Employer

If any employee works the required number of hours in the month but is not listed by the Employer, the Employer shall be personally liable and fully responsible for all claims that may be incurred by such employee in the same amounts as though the employee had in fact been listed. This personal liability, however, does not in any way relieve the Employer of his liability to make payments under this Agreement.

13.6 IRS Code 125

When possible the Employer agrees to implement IRS Code 125 upon effectuating this Agreement. This allows employees to set aside a portion of their compensation before taxes to make contributions toward the cost of health insurance.

13.7 Health Care Legislation

In the event that the federal Patient Protection and Affordable Care Act is invalidated, repealed, or otherwise modified as a result of court decision or congressional action, or in the event that a similar law is subsequently enacted by state or federal legislation, the following shall apply:

(a) The parties shall meet and discuss the effects upon the bargaining unit, and

(b) Upon the Employer's request, the economic provisions of this Agreement, including wages and fringe benefits, shall be re-opened for all purposes. In the event that the re-opening occurs, and in the further event the parties are unable to reach agreement within a reasonable period of time, not to exceed six (6) months, of the Employer's request for re-opening, and impasse shall be deemed to have occurred and the Employer shall be privileged to implement its last, best, and final offer on economics.

## **ARTICLE XIV – PENSION**

See Appendix A (page 48) for Pension benefits and provisions applying to the Bay Area.

## **ARTICLE XV – TRAINING AND INVESTIGATION FUNDS**

See Appendix A (page 48) for Employer contributions in the Bay Area. See Appendix B (page 89) for Employer contributions in the Sacramento Area.

## **ARTICLE XVI – DISCIPLINE AND DISCHARGE**

16.1 No employee shall be disciplined without just cause. The reason for discharge or other disciplinary action must be given to the employee and the Union Representative or the Steward.

The employee may request the presence of a Union Steward when being suspended or terminated. The Employer must grant such request except when circumstances are such that require immediate action. In the absence of the Union Steward, the employee may request the presence of another employee.

16.2 Discipline will consist of up to four (4) steps:

1. Documented verbal warning
2. First written warning
3. Suspension or Final written warning
4. Termination

Proceeding through the foregoing discipline steps, subject to the grievance procedure, shall constitute just cause.

The type of discipline imposed in any instance depends on the nature and seriousness of the offense involved.

All discipline notices shall be retained in the employee's personnel file for no longer than eighteen (18) months, and thereafter shall be removed from the file and shall no longer count for the purpose of progressive discipline.

Disciplinary steps taken need not be for the same infraction.

- 16.3 Copies to Union. A copy of all written warnings and reprimands shall be provided to the employee. Copies in regards to steps 2, 3 and 4 above shall be provided to the Union within five (5) working days.
- 16.4 Union Representation. In case of discharge, an employee may request to have a Union Representative present before the action becomes final except when circumstances require immediate action.
- 16.5 Appeal of Discipline. Should the employee desire to contest discipline or termination, the matter shall be processed under the grievance procedure.

## **ARTICLE XVII – GRIEVANCE AND ARBITRATION PROCEDURE**

- 17.1 Procedure  
Any difference between the Employer and the Union involving the meaning or application of the provisions of this Agreement shall constitute a grievance and shall be taken up in the manner set forth in this section. A grievance need not be considered unless the aggrieved party serves upon the other party a written statement setting forth the facts constituting the alleged grievance. For a discharge case grievance, such notice must be served within fifteen (15) days from the date of discharge. Such written statement concerning any other type of grievance must be served within fifteen (15) days of its occurrence or the discovery thereof by the aggrieved party. Probationary employees do not have recourse to the grievance procedure to grieve disciplinary matters. It is the intent of the parties that reasonable diligence be used in the discovery and reporting of alleged grievances so that they may be adjusted or dismissed without undue delay.
- 17.2 Steps 1 and 2  
The Employer and the Union agree to use their best endeavors by informal conferences between their respective representatives to settle any grievance within ten (10) days after service of such written statement. Upon receipt of a timely written request there shall be an Adjustment Board consisting of two (2) representatives designated by the Union and two (2) representatives from the Employer. Said board shall meet within thirty (30) days from the filing of the written grievance, or the grievance is automatically waived, unless the time limit is mutually extended by both parties in writing.

Either party may request the following procedure for any Adjustment Board meeting. The chairperson of the Adjustment Board shall be a representative designated by the Federal Mediation and Conciliation Service. The chairperson shall be a non-voting member of the Adjustment Board but shall meet with the panel to assist and offer advisory opinion(s) in an effort to help the panel reach a decision. The Board shall render a decision upon adjournment of the hearing, or by mutual agreement extend such hearing for a period not to exceed ten (10) days.

The mediator shall be chosen from the following list of mediators from the Federal Mediation and Conciliation Service:

Erin Spalding  
Lydia Baca  
Gregory Lim  
Joel Schaffer  
Stephen Kessler

Whichever mediator from the above list who is available on the earliest date available to the parties shall be selected to attend the Board of Adjustment. The parties shall agree upon on a timeline for the mediated Board of Adjustment to be held at the time that either party requests the above procedure. The parties may also mutually agree to modify the list of mediators.

The Employer reserves the right to request a mediator not named above, and the parties shall utilize the services of such mediator by mutual agreement.

It is expressly understood that if operating conditions do not allow non-adversary participants, this rule may be modified by mutual agreement as well as time limits.

The Adjustment Board shall meet as required and shall consider fully all aspects of the issues presented. Any decision by the majority of the four (4) members of the Board of Adjustment shall be final and binding upon all parties subject to the limitations of jurisdiction and authority contained in this Contract.

### 17.3 Arbitration

If during the period that the Adjustment Board can meet, no majority decision is reached either party may within fifteen (15) days following such period request in writing that the matter be referred to arbitration. The referral to arbitration must be done within thirty (30) days after the Board of Adjustment or the right to arbitrate is waived. If the parties cannot agree upon a person to act as an impartial arbitrator within five (5) days after service of such demand, then an impartial arbitrator shall be named by agreement from a list of five (5) arbitrators supplied

by the State Conciliation Service. The decision of the arbitrator shall be final; and binding on both parties hereto. The arbitrator shall have no power to amend or modify the terms of this Agreement. In the event of willful failure by either party to appear before the Arbitrator he is hereby authorized to render his decision upon the evidence produced by the party appearing. Each party shall bear all costs of presenting its case to the Arbitrator. The Arbitrator's fee and all incidental expense of the arbitration shall be borne by the parties hereto.

The Arbitrator shall not award to an employee back pay for a period beginning more than thirty (30) days prior to the date on which the employee made a written claim or filed a grievance; the Employer must make available a means by which employees can make written claims of pay disputes. This provision shall not apply to scheduled wage increases or benefit increases under this Agreement.

#### **17.4 Expedited Arbitration**

- A. Differences between the Employer and the Union shall be referred to the (new) Expedited Arbitration provisions upon mutual agreement of both the Union and the Employer.
- B. The Employer and the Union shall each designate two (2) representatives who shall meet and work out all the details of an Expedited Arbitration system, such as arbitrator selections, calendaring logistics, billing/notification arrangements, and all other logistics.

### **ARTICLE XVIII – EXPEDITED ARBITRATION**

- 18.1 In order to provide for the timely and informal resolution of disputes, grievances filed pursuant to Article XVII of this Agreement may be filed to this Expedited Arbitration Procedure. There shall be a panel of not more than three permanent arbitrators on a rotating basis. If the parties cannot agree on the number of panelists, then the Panel shall consist of three (3) arbitrators. The initial panel shall be selected as provided in 18.2. Either party may remove a member of the panel by serving written notice of its intention to do so on the other party within thirty (30) calendar days preceding April 1, 2001, or any subsequent April 1st during the term of this Agreement. Neither party may remove more than two (2) members of the panel during the term of this Agreement. In the event that a member of the panel is removed by one of the Parties, or a position on the panel becomes vacant due to death, disability or resignation, the parties shall meet within ten (10) days of such removal, or the creation of such vacancy for the purpose of selecting a replacement as provided in Section 18.2.

- 18.2 The procedure for selecting the members of the initial panel and for filling vacancies shall be as follows:
  - 1) The parties shall meet promptly to select mutually acceptable arbitrators.
  - 2) If they are unable to agree within thirty (30) days of the date of ratification of this Agreement, or the opening on the panel, they shall then exchange lists of five (5) arbitrators each within the following seven (7) days. An arbitrator whose name appears on both lists shall be considered mutually acceptable. If the initial exchange does not result in the selection, the parties shall exchange additional lists within succeeding seven (7) day period until the required number of arbitrators has been selected.
- 18.3 The Arbitrator shall be the sole arbitrator to hear and determine the matter. Such hearing shall be held within ten (10) days after the arbitrator receives notification of the dispute. The arbitrator shall consider and decide the grievance and shall render a decision immediately after hearing and consideration of all evidence presented. The arbitrator may request and upon mutual agreement of both parties to the dispute receive additional time to deliberate on the matters presented but in no case shall the decision be delayed beyond the forty-eight (48) hours following the close of the hearing.
- 18.4 The Arbitrator shall orally advise the parties of his decision with a brief explanation of the basis thereof. He shall make a brief, signed note upon the written grievance stating his disposition of the matter. Such decision shall be final and binding on all parties to the dispute and the aggrieved employee, but shall not be considered as a precedent in any future proceeding.
- 18.5 Any arbitration held under the provisions of this Step Three shall be conducted as informally as possible, consistent with a full and fair hearing of the issues. The parties to the proceeding shall be permitted to participate only through full-time operating officials who are not lawyers. The Arbitrator shall establish appropriate informal arbitration procedures and have the authority to exclude any representative of either party who does not meet the qualifications set forth in this Section.
- 18.6 Any expense incurred for the production of witnesses, or other evidence, shall be borne by the party seeking to produce such evidence or testimony. For the purposes of this Section, time spent as a witness shall not be construed as working time under the provisions of this Agreement.

- 18.7 The Arbitrator shall have no authority to modify, add to, or subtract from any of the terms of this Agreement. Any expenses incidental to the conduct of the hearing, and the fee of the Arbitrator, shall be borne equally by the parties.
- 18.8 No grievance concerning an employee's discharge shall be considered unless the aggrieved employee files a complaint with the Union, in writing, not more than ten (10) days after the date of his/her discharge or other disciplinary action.
- 18.9 In the event either party believes the matters raised by a grievance are of such importance as to override the desirability of the expedited and informal arbitration procedures contained in this Article, such party shall advise the other in writing of its desire to proceed to arbitration under the provisions of Article XX of this Agreement, wherein the parties are not limited to representation by any person of their choice.
- 18.10 The Arbitrator shall not award to an employee back pay for a period beginning more than thirty (30) days prior to the date on which the employee made a written claim or filed a grievance; the Employer must make available a means by which employees can make written claims of pay disputes. This provision shall not apply to scheduled wage increases or benefit increases under this Agreement.

#### **ARTICLE XIX – CHECKOFF FOR VOLUNTARY POLITICAL CONTRIBUTIONS**

If an employee voluntarily signs a check-off form, the Employer agrees to deduct from the employees paycheck the amount authorized by the check-off authorization in increments of \$1.00 and this amount shall be transmitted to the SEIU Committee on COPE Funds, Property Services Civic Engagement (PSCE) Fund, or any other authorized Political Action Fund. It is expressly understood that this voluntary contribution is not a condition of employment.

The Union agrees and the employees agree to forever hold and save the Employer harmless from any action or cause of action resulting from such possible withholdings.

#### **ARTICLE XX - JOINT LABOR MANAGEMENT COMMITTEE**

The Employer and the Union agree that mutual interests are advanced in a climate of respect, mutuality and open communication. Therefore, the parties hereto agree to establish a Joint Labor-Management Committee. The Committee shall meet not more than every three months for a one (1) hour time period, which may be extended by mutual agreement, to discuss mutual concerns; provided that this shall not either expressly or by implication result in any obligation to reopen any

of the terms of Agreement or otherwise to bargain with respect to any particular subject. The committee meeting shall be by individual Employer.

## **ARTICLE XXI – INDIVIDUAL LEGAL RIGHTS**

- 21.1 The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.
- 21.2 The Employer shall notify the Union by phone or fax and give oral notice to the Union steward, as quickly as possible, if any Department of Homeland Security, or successor agency, agent appears on or near the premise, or otherwise notifies the Employer of an audit of employee records, so as to enable a Union representative or attorney to take steps to protect the rights of employees.

To the extent legally permissible and unless prohibited by an agent of the federal government, the Employer agrees to cooperate with the Union in these circumstances, including: providing all relevant information to the Union (including the names of all affected employees), cooperation in requesting extensions by the government, and ensuring access by representatives of the Union to affected employees during meetings with the Employer.

Notwithstanding the above, this Section shall not require the Employer to take any action prohibited by law or specifically prohibited by a government agency.

- 21.3 The Employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within six (6) months of commencement of the absence. To be eligible for such absence the employee must initiate the court or agency proceedings within the first thirty (30) working days of the absence. The Employer shall not withhold a reasonable extension of the period of absence for an additional six (6) months if the request is made within the initial six (6) month period. The Employer may grant an additional extension to the absence at its discretion if the employee request is made in writing with proof that additional time is required. The Employer may require documentation of appearance at such proceedings.

In addition the Employer shall reinstate to the layoff list, with original seniority, any employee who was terminated for work eligibility issues and who returns with verifiable documentation within six (6) months of the date of termination.

- 21.4 Except as may be prohibited by law, employees shall not be discharged, disciplined or suffer loss of seniority or any other benefit or be otherwise adversely affected

by a lawful change of name, Social Security number, or employment authorization document. Such legal change of name, Social Security number, or employment authorization document shall not be considered a change of employment nor an interruption of continuous employment.

- 21.5 Unless otherwise established by law, A "No-Match" letter from the Social Security Administration shall not itself constitute a basis for taking adverse action against an employee or for requiring an employee to reverify work authorization. The Employer shall promptly forward a copy of any "No-Match" letter that it receives to the Union and to affected employee(s).
- 21.6 In the event an employee is displaced due to disqualification from employment due to the application by the Employer of e-Verify, or similar employment eligibility verification program, including background check, the incoming replacement employee will be paid at wage rate of the employee who is being replaced. Benefit levels will be established by replacement employee's seniority date and site eligibility requirements.

The Employer agrees to provide copies of "Tentative Non-Confirmation" (TNC) notices to the individual for whom the notice is issued.

- 21.7 Privacy. The Employer shall not violate the privacy rights of employees, without their express consent, by revealing to third parties, including the DHS, any employee's name, address or other similar information, unless required by law. The foregoing does not apply to the furnishing of information necessary to provide benefits required under this Agreement such as Health and Welfare or Pension benefits.
- 21.8 Notwithstanding any other provision herein, an employee may not be discharged or otherwise disciplined because the employee has been granted work authorization through the Federal Deferred Action for Childhood Arrivals (DACA) or the Federal Action for Parents of Americans (DAPA) program since being hired, if such authorization is accompanied by an unexpired work authorization document.

## **ARTICLE XXII - HEALTH AND SAFETY**

The Employer and the employee shall abide by applicable State and Federal Laws regarding Health and Safety. The Union agrees to cooperate with the Employer in this effort. No employees shall be compelled to work on unsafe equipment or under dangerous conditions.

## **ARTICLE XXIII - ALCOHOL AND DRUG TESTING**

The Employer reserves the right to establish any lawful policy concerning employee use, possession or transfer of alcohol, controlled substances or drugs as a condition of employment. Said policies include, but are not limited to, reasonable suspicion testing and post-accidental testing.

In the event there are reasonable grounds to suspect an employee is using, possessing or distributing alcohol, controlled substances or non-prescription drugs on the job, the Employer reserves the right to impose any and all discipline, including termination for refusal to submit to lawful testing.

Employees who are terminated as a result of the policy may request reinstatement after completion of a certified drug and/or alcohol rehabilitation program, which must be paid for by the employee.

## **ARTICLE XXIV - SAVINGS CLAUSE**

If any provision of this contract or the application of such provision to any person or circumstances be ruled as an "unfair labor practice", or in any other way contrary to law, by any Federal or State court or duly authorized agency, the remainder of this contract or the application of such provision to other persons or circumstances shall not be affected thereby, and the parties will negotiate to replace such provision.

## **ARTICLE XXV - MOST FAVORED NATIONS**

- 25.1 If, during the term of this Agreement, the Union enters into a Collective Bargaining Agreement in the area defined in AGREEMENT with another Employer or group of Employers covering employees in the classifications covered hereunder, which provides for a compensation package of wage rates, economic fringe benefits, union recognition, or any other provisions which are more favorable to any Employer than the corresponding or similar provisions of this Agreement, then it is agreed that those more favorable conditions will become effective under the terms and conditions of this Agreement on the same date that they become effective under the other Collective Bargaining Agreement.
- 25.2 Agreements providing more favorable conditions such as "phase-in" schedules at specified worksites or groups of worksites shall not affect other worksites covered under this Agreement; however, any Employer signatory to this Agreement is entitled to bid on or perform work at such worksites under the agreements providing such more favorable conditions.

25.3 The parties agree that upon execution of this Agreement, and every six (6) months thereafter, the Union will supply a Committee, made up of two (2) Employers, with the status of all Employers signatory to "Me-Too" agreements to the Northern California Maintenance Contractors Agreement, or to any modified versions of this Agreement. This shall include information related to "Me-Too" status, phase-in status, separate negotiation status, and/or Site Agreements. The Employers agree to notify the Union as quickly as possible upon the execution of this Agreement of the members of the Employer Committee and of any changes thereto. The Union agrees to meet with the Employers Committee to provide this information.

## **ARTICLE XVI – HOURS – BAY AREA**

### **Article XVI applies only to the Bay Area.**

#### **26.1 Days Work**

Eight (8) hours within nine (9) consecutive hours shall constitute a day's work. All employees who work in excess of a day's work shall be paid at the rate of time and one half (1 1/2) the employee's regular rate of pay for such excess time. In cases when there is a change of shift or similar major change affecting an entire group of employees at a worksite (for example, change to day shift or change to "green cleaning" methods), the Employer shall notify the Union.

#### **26.2 Week's Work**

A week's work shall consist of five (5) days followed by two (2) consecutive days off; the sixth (6th) day shall be paid at time and one half (1 1/2); the seventh (7th) day shall be paid at double time. All employees required to work on their day off shall be paid at the rate of one and one half (1 1/2) times the employee's regular rate of pay.

Part-time: The work week for part-time employees shall be up to five (5) consecutive days then have two (2) consecutive days off. After a part-time employee works five (5) days or eight (8) hours in a day, additional time worked shall be at time and one-half (1 1/2). If a part-time employee works seven (7) consecutive days, the seventh day shall be paid at double time (2x) for the actual number of hours worked.

Five (5) Day Cleaning sites: Any employee who is absent without pay during his or her regular straight-time work week and who voluntarily works on what otherwise would have been his or her sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day shall, for that week only, be paid overtime at a rate of time and one-half (1 1/2) for all straight-time hours worked or paid for in excess of eight (8) hours in any one (1) work day or forty (40) hours in that work week.

Seven (7) Twenty-Four (24) Hour A Day Cleaning Sites: Any employee who is absent without pay during his or her regular straight-time work week and who is required or voluntarily works on what otherwise would have been his or her sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day shall, for that week only, be paid overtime at a rate of time and one-half (1-1/2) for all straight-time hours worked or paid for in excess of eight (8) hours in any one (1) work day or forty (40) hours in that work week.

26.3 Overtime

Overtime connected with the regular shift and duties of an employee and which is normally performed by on-site employees, shall be first offered to the employee who regularly performs that work, and secondly, to other employees working at the site and shall be spread by rotation as equally as is reasonable among employees at a given site.

26.4 Rest Periods

Every employee shall be authorized by the Employer to take rest periods which insofar as practical shall be in the middle of each work period. Rest periods shall be computed on the basis of ten (10) minutes within each four (4) hours working time or major fractions thereof for San Mateo and Santa Clara, fifteen (15) minutes for East Bay.

26.5 Minimum Time Off Between Shifts

Except in bona fide emergencies, the minimum time off between shifts shall be ten (10) hours and the employees called to work sooner than ten (10) hours from the end of their last work period shall be paid time and one-half (1 1/2) for all work performed up to the time of said ten (10) hour period shall have elapsed.

26.6 Minimum Hours

Should an employee be called for work and no work is available, he shall be paid for two (2) hours work. Should an employee be called for work and start work, he shall be paid for at least four (4) hours work. Should he be worked over four (4) hours, he shall be guaranteed at least eight (8) hours work. If an employee voluntarily leaves his place of employment, he shall be paid for actual hours worked.

26.7 Window Cleaners

In case of Window Cleaners unable to work five (5) consecutive days because of rain, they may if they so request, be allowed to work on the scheduled days off for that week at straight time to the extent required to make up time lost. In no event, however, shall the Employer lay off a Window Cleaner during the week in order to avoid overtime pay on regularly scheduled days off.

26.8 Replacement of Absent Employees

When an employee is absent from a worksite due to vacation, leave of absence or similar reasons, the Employer may assign another employee to the worksite temporarily to work the shift of the absent employee.

**ARTICLE XVII – HOURS – SACRAMENTO AREA**

**Article XVII applies only to the Sacramento Area.**

- 27.1 Day's Work: Eight (8) hours within not more than a period of nine (9) hours shall constitute a day's work. Time and a half (1-1/2) shall be paid to all employees working in excess of eight (8) hour days. All work performed over eight (8) hours per day, forty (40) hours per week, on the sixth consecutive day in any work week, shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay. Relief persons and part-time employees may work a split work week. Hours other than herein stated may be established by mutual agreement between the parties.
- 27.2 Reporting Pay: Should an employee be called for work and no work is available, he/she shall be paid for two (2) hours of work. If an employee, in this situation, works over two (2) hours, he/she shall be paid for four (4) hours of work.
- 27.3 Accumulation for Benefits: All paid leaves, including sick leave, vacation, holidays, and any other paid leaves, will be considered as time worked for purposes of contributions for Health and Welfare and contributions to the pension program.
- 27.4 Rest Periods: Every employee shall be authorized by the Employer to take rest periods which insofar as practical shall be in the middle of each work period. Rest periods shall be computed on the basis of ten (10) minutes within each four (4) hours working time or major fractions thereof.
- 27.5 In cases when there is a major change affecting an entire group of employees at a worksite, the Employer shall notify the Union in advance, if it has knowledge of the change in advance.
- 27.6 Full-Time Work Schedules. The Employers and the Union hereby agree that the Joint Labor-Management Committee shall meet to discuss and identify sites within the Sacramento Area where full-time work schedules can be established and maintained, as well as Union participation in protecting established union work. Any decisions made by the Joint Labor-Management Committee shall be by mutual consent of the parties, and the failure to reach agreement on a particular topic shall not in itself be subject to the grievance procedure. Criteria that the Committee uses for sites where full-time work opportunities exist would include building/site size, percentage of space cleaned by union contractors within specific geographic areas, and sites with current full-time work schedules.

**ARTICLE XXVIII – MAINTENANCE OF WORKING CONDITIONS – BAY AREA**  
**Article XXVIII applies only to the Bay Area.**

**28.1 Registration of all Job Locations**

A. The Employer shall furnish the Union with a written list of all jobs of the Employer, including the exact address and location of each job. Lists will be delivered to the Union in January of each contract year.

As new persons are hired, the Employer will submit to the Union the following information:

1. Employee name, address, and last four (4) digits of Social Security Number.
2. Address of employment
3. Wage rate
4. Date of hire
5. Contract Appendix/Section

Information provided by the Employer on newly hired employees pursuant to Section 28.1.A, item 5 (Contract Appendix/Section), shall distinguish between the following six (6) types of worksites as defined in Appendix A (page 48):

1. Master Contract Sites (Areas 1A/1B)
2. Small Master Contract Sites of 150,000 square feet or greater and less than 200,000 square feet (Areas 1C/1D)
3. Small Master Contract Sites below 150,000 sq. feet (Areas 1E/1F)
4. New and Former Non-Union Sites (Area 1L)
5. New and Former Non-Union Small Sites (Area 1M)
6. Former Zone 5 Tier 1 sites (Area 1N)

The Union agrees to maintain all of the information submitted pursuant to this Section as confidential and only for internal use by the Union.

B. Upon receipt of such information the Union will treat the information on a confidential basis and will release it to another Employer in accordance with the provisions of this Agreement only when it has been determined that bona fide bids are being requested and that said Employer requesting the information is also signatory to a SEIU-USWW Agreement covering this jurisdiction.

## 28.2 Job Bidding Procedures

The following rules shall be observed when an Employer is bidding on or taking over the servicing of an establishment where Union members are employed:

1. When requesting staffing information from the Union, the requesting Employer must provide the clients RFQ or like documentation to the Union that the client is out to bid.
2. The Employer shall request and based upon that request, the Union shall provide in writing information regarding the number and names of all permanent employees, number of hours worked, seniority dates, wage rates, Health and Welfare Plan #, Pension rate and the amount of accrued vacation and sick leave of employees.

The Employer shall provide staffing information to the Union upon its request for jobs out to bid within four (4) working days of the request.

The Union agrees to supply such requested information within eight (8) working days of said request to any Union contractor requesting such information or the Employer is not obligated to any staffing levels. Only when a building is going out to bid shall the Employer be obligated to supply this detailed information.

The appropriate staffing shall be considered as the number of employees at the job sixty (60) days prior to such building being put out to bid. Employees working at the job site for less than sixty (60) days shall be considered probationary.

If a contract other than this document is in force at a location going out to bid, the Union will supply a copy of that contract to all bidding parties.

In addition to the above, upon request by the Union staffing information will be provided up to two (2) times per year for major worksites. This information shall be provided either in electronic format or by mail. Following the execution of this Agreement, the parties shall agree upon a list of worksites to which this provision is applicable.

In the event of a dispute regarding the wage rate of an employee who is retained at the work site, if the employee can produce three (3) months of payroll stubs showing the claimed wage rate (not taking into account contractual increases), the new Employer shall honor the claimed wage rate for such employee. The dispute must be raised within thirty (30) days of the date when the new Employer begins servicing the site.

3. The incoming Employer shall recognize the work time and overall employment service of all permanent employees retained at the job location, building or establishment, including those who might be on vacation or off work because of illness, injury, Workers' Compensation or authorized leave of absence and shall be considered as continuous regardless of change of employers, for all purposes including seniority, sick leave and vacation benefits, so that no employee will lose any such benefits because of the change of Employers.

In the event of a dispute regarding the seniority date of an employee retained in a work site during a change of contractors, the new Employer and the Union shall agree to review and determine appropriate means to verify the seniority date of the employee. The dispute must be raised within thirty (30) days of the date when the new Employer begins servicing the site.

Discipline records shall in no case be transferred from the previous Employer to the new Employer.

In the event of a change of contractors during a calendar month, the Employers will prorate their contributions based on calendar days in the month provided that the employee meets requirements for eligibility between the two Employers. In this circumstance each Employer will report the hours of affected employee(s) to the General Employees Trust Fund (GETF), and the GETF will confirm eligibility for such employee(s) based upon the total hours reported by the two Employers.

In the event of a change of contractors immediate before or after a paid Holiday, the Employer which is providing service at the beginning of the shift in which the Holiday falls shall be responsible for the payment of the Holiday to eligible employees taking into account the hours worked with the two Employers.

The new Employer shall assume responsibility for the Sick Leave accumulated by the employees with the previous Employer.

Employees transferred to a site or building where the incumbent contractor lost the service contract shall in all instance be informed that such a transfer shall be voluntary and that they can refuse such a transfer; this notification shall be in writing and the employee shall at all times be informed that they are on probationary status under the incoming contractor for a period of sixty (60) work days.

If the Employer fails to notify the employee that they are on probation because of the transfer, the employee is to be returned to previous or other site without loss of wages or benefits.

4. The following provisions shall apply specifically to the process of bidding and Employers taking over the servicing of accounts from the previous Employers. The Employer shall not cut the work schedules of any employee which would reduce the number of working hours per day or per week. Only when it is verified in writing by the client that service specifications of a job are altered by the client or that the client requires cost changes that would result in an alteration of service specifications, the Employer may increase or decrease the work force pursuant to the terms of this Agreement.
5. Employees retained by the Employer shall receive the wages and fringe benefits as established in this Agreement based on the employee's seniority at that work location.
6. When necessary based on business need, the Employer shall have the right to determine and change the assignment of employees within a building or site and where, what and how the work is to be performed.
7. When necessary for the operation of its business, the Employer may alter the starting time of work and may change the days of work by up to one (1) day.
8. These rules do not apply to window cleaning.
9. The Employer agrees to notify the Union of all new jobs and also to give written notice to the Union of all job cancellations.
10. **Partnerships:** In the case of partnerships, firms or companies, all persons working with the tools of the trade shall become and remain members of the Union while so performing such work.

### 28.3 Operational Changes

When an Employer needs or is required to make changes and these changes are not connected to the process of bidding or taking over the servicing of an account from a previous Employer, the following provisions shall apply:

- A. The Employer shall notify the Union in writing in advance of the proposed changes at least one (1) week before the date of the changes provided that the Employer has one (1) weeks' notice; however, such notification does not imply that the Employer must seek the Union's consent to the changes;

- B. The Employer agrees to meet with the Union to discuss the changes;
- C. Any employees laid off as a result of such changes shall retain recall rights as defined in this Agreement;
- D. The Employer shall provide training or orientation to employees affected by such changes;
- E. Once the changes have taken effect, the Employer shall meet upon request with the Union to review the changes.

28.4 The Employer agrees to inform the Union as soon as reasonably possible when a site is being bid by a non-union contractor(s) and/or is in danger of being lost as a result.

28.5 Termination of Employer's Services  
The Employer losing a job shall remove the employees working at that job from its payroll on the last day of service. The Employer will pay the employees at the time of removal from payroll their earned and unpaid wages and any accrued and unpaid vacation pay. This Section does not apply to situations described in Section 30.13.

**ARTICLE XXIX – MAINTENANCE OF WORKING CONDITIONS – SACRAMENTO AREA**  
**Article XXIX applies only to the Sacramento Area.**

29.1 Registration of all Job Locations

A. The Employer shall furnish the Union with a written list of all jobs of the Employer, including the exact address and location of each job. Lists will be delivered to the Union in January of each contract year.

As new persons are hired, the Employer will submit to the Union the following information:

1. Employee name, address, and last four (4) digits of Social Security Number
2. Address of employment
3. Wage rate
4. Date of hire
5. Contract Appendix/Section

Information provided by the Employer on newly hired employees pursuant to Section 29.1.A, item 5 (Contract Appendix/Section), shall distinguish

between the following three (3) types of worksites as defined in Appendix B (page 89):

1. Master Contract Sites (Area 2A)
2. Small Master Contract Sites (Area 2B) of less than 150,000 square feet
3. Former Non-Union Small Sites (Area 2C)

The Union agrees to maintain all of the information submitted pursuant to this Section as confidential and only for internal use by the Union.

B. Upon receipt of such information the Union will treat the information on a confidential basis and will release it to another Employer in accordance with the provisions of this Agreement only when it has been determined that bona fide bids are being requested and that said Employer requesting the information is also signatory to a SEIU-USWW Agreement covering this jurisdiction.

29.2 The following rules shall be observed when an Employer is bidding on or taking over the servicing of an establishment where the Union represents the existing employees:

A. When requesting staffing information from the Union, the requesting Employer must provide the Union with the client's RFQ cover page or similar documentation demonstrating that the account is out to bid.

When staffing is requested for a building which has been put out to bid, the incumbent contractor shall provide the Union within four (4) work days the number of employees, names, weekly hours worked, vacation and sick leave accrual, medical plan and wage rates, including regular employees temporarily off work with Employer authorization.

Only when the Union has received the client's RFQ cover page or similar documentation that a building is going out to bid, and can provide that documentation to the incumbent Employer, shall the incumbent Employer be obliged to supply this detailed information.

The Union agrees to supply such requested information within eight (8) calendar days to any Union contractor requesting such information or the Employer is not obligated to any staffing levels. The appropriate staffing levels shall be considered as the number of employees on the job sixty (60) days prior to such building being put out to bid. In any case, the new

Employer shall be held harmless from any errors and omissions by the Union.

- B. The Employer shall not reduce the number of working hours per day or per week except when it is verified that the service specifications of a job are altered by the client; then the Employer may increase or decrease the work force pursuant to the terms of the new specifications.
- C. Previous employees shall be continued on the job as probationary employees for a sixty (60) day period. During this probationary period, the Employer may terminate the employment of any such employee with just cause and such termination shall be subject to the grievance and arbitration provisions of this Agreement. The Employer agrees to implement this Probationary Period in a good faith manner and not as a means to terminate employees continued from a predecessor Employer. Employees who complete the probationary period shall maintain seniority from their original date of hire at the job site secured by the Employer.
- D. Employees retained by the Employer shall receive the wage and fringe benefits as established by this Agreement or any Appendices listed in this Agreement based on the employee's seniority at that work location. No employee will suffer a reduction in wages or fringe benefits as a result of the changeover to a new contractor signatory to this Agreement. If there is a collective bargaining agreement in effect at that work location other than this agreement, the Union must provide the client and signatory bidders competing for that work location with a copy of that collective bargaining agreement along with any staffing information provided by the incumbent Employer.
- E. The service record of employees retained by the Employer shall not be broken by reason of such change in Employer. Vacation and sick leave seniority dates shall be honored from the prior Employer.

In the event of a dispute regarding the seniority date of an employee retained in a work site during a change of contractors, the new Employer and the Union shall agree to review and determine appropriate means to verify the seniority date of the employee. The dispute must be raised within thirty (30) days of the date when the new Employer begins servicing the site.

Discipline records shall in no case be transferred from the previous Employer to the new Employer.

In the event of a change of contractors during a calendar month, the Employers will prorate their contributions based on calendar days in the month provided that the employee meets requirements for eligibility between the two Employers. In this circumstance each Employer will report the hours of affected employee(s) to the General Employees Trust Fund (GETF), and the GETF will confirm eligibility for such employee(s) based upon the total hours reported by the two Employers.

In the event of a change of contractors immediate before or after a paid Holiday, the Employer which is providing service at the beginning of the shift in which the Holiday falls shall be responsible for the payment of the Holiday to eligible employees taking into account the hours worked with the two Employers.

The new Employer shall assume responsibility for the Sick Leave accumulated by the employees with the previous Employer. The Employer reserves the right to request verification of accrued Sick Leave, and such request for verification must be made within thirty (30) days of the date when the new Employer begins servicing the site.

- 29.3 When service specifications of a worksite are altered, the process or system of cleaning is changed, or the square footage to be cleaned increases or decreases, the Employer may decrease or increase the workforce.
- 29.4 The Employer will furnish to the Union, in writing, the name and address of any job where the Employer's services have been terminated, together with the number of employees, the amount of daily person hours worked and the rates of pay at such job. Such information is to be furnished to the Union at least two (2) weeks prior to the date such services are terminated, where possible.
- 29.5 The Employer agrees to inform the Union as soon as reasonably possible when a site is being bid by a non-union contractor(s) and/or is in danger of being lost as a result.
- 29.6 Termination of Employer's Services  
The Employer losing a job shall remove the employees working at that job from its payroll on the last day of service. The Employer will pay the employees at the time of removal from payroll their earned and unpaid wages and any accrued and unpaid vacation pay.

**ARTICLE XXX – SENIORITY, TRANSFER, AND LAYOFF – BAY AREA**  
**Article XXX applies only to the Bay Area.**

- 30.1 Seniority is the right accruing to employees through continuous length of service at a particular work site which entitles the employee to preference in layoffs, recalls from layoff and vacation time.
- 30.2 Seniority shall also apply in filling permanent vacant station assignments within the same building site providing the person applying for said vacancy is qualified to perform the work as determined by the Employer.
- 30.3 Definition of Seniority. An employee's seniority date is defined as the earliest date after which the employee worked continuously for the same Employer or series of successor Employers at a particular location.
- 30.4 An employee shall transfer his or her seniority upon transfer to another work site.
- 30.5 Workers who request a transfer to another site shall be paid at the wage and benefit level in effect at that job site, provided the vacant position is equal to or better than their current wage and benefit level, corresponding to their level of seniority.
- 30.6 Loss of Seniority  
Seniority rights shall be lost for the following reasons:
  1. Quit
  2. Discharge
  3. A lay-off for a continuous period of six (6) months.
  4. Retirement
  5. Promotion out of the unit after sixty (60) calendar days.
  6. Failure to report to work for three (3) consecutive work days without notice, unless it is beyond the reasonable control of the employee, shall be considered a voluntary quit. Failure to return from an authorized Leave of Absence (LOA) without having an extension approved in writing, unless is beyond the reasonable control of the employee, shall be considered a voluntary quit.
- 30.7 Transfers to a different worksite by the Employer shall be for legitimate reasons only and not be used a means of discipline. Employees transferred to a different worksite shall be informed of the reason for the transfer.
- 30.8 Transfers and Job Advancement  
All employees desiring either more hours, a full time job, a job in a specific location or geographic area, or a job with higher pay and benefits shall indicate such specifics, in writing, to the Employer. The Employer will keep such requests on file on a list for at least one year.

When vacancies occur at existing worksites, where part-time employees decline seniority rights as stated in Section 3.2.B, or the Employer secures a new account where hiring will occur, all current employees who have a written transfer request on file, and who meet the reasonable qualifications for the position, will be given preference by seniority for such employment opportunities before workers are hired from the street.

The Employer will communicate all vacant positions at job sites covered under this Agreement by notification to employees at the Employer's office, and in an additional Employer office in the County where the position(s) are located if the Employer has an office in that County. Upon written request by Union, the Employer may provide copies of announcements of vacant positions.

**30.9 Removal of Employees by Client Request**

In the event that the building management requests the removal of an employee from a site without just cause, the Employer retains the responsibility to transfer the employee to another site without loss of wages, benefits or seniority for such employee.

If the Employer cannot place the removed employee in another position utilizing the above procedures, the Employer shall pay five (5) days' pay to employees with less than one (1) year and ten (10) days' pay to employees with one (1) year or more of service, which may be for work performed during all or part of that period, and the employee shall go onto Layoff status.

If the employee refuses a transfer within the county where the employee is working, then the Employer shall have no obligations to make the employee whole. Employees transferred as provided here shall not be guaranteed the same schedule either in terms of time of shift or days off.

**30.10 Notice of Layoff**

The Employer agrees to provide five (5) days' notice to employees of a permanent layoff, or the time in which the employer has knowledge of the layoff, if it is less than five (5) days. The Union shall receive copies of such notices. The affected employees shall have the right to be paid for the full notification period as defined above, whether for time worked or while laid off.

**30.11 Recall from layoff shall be handled in the following manner.**

Lay-off and Recalls will be based upon seniority. Employees will be laid off and recalled after lay-offs on the basis of their seniority at that site or with the company whichever is greater, provided the senior employee possesses the ability to do the work required.

- A. Any employee who has been employed for six (6) months or more at a particular site and who is laid off, shall have the right of recall to that site, provided that the period of layoff does not exceed six (6) months.
- B. In addition laid off employees shall have an opportunity to fill permanent vacant positions with the Employer within the County in the following manner.

Employees with less than five (5) years of seniority shall be called by seniority to fill vacant permanent positions to buildings with more than five workers and excluding New-Non Buildings and buildings covered under Areas 1L, 1M or 1N (the previous Zones 5 and 5A), based on the new employee wage rate at the worksite, but with no loss of any other benefits. Employees with five years or more seniority shall be placed on the basis of seniority in permanent vacant positions at their wage and benefit levels at the time of lay-off.

- C. The Employer shall provide the Union with a list of all employees on the recall list on a monthly basis.

**30.12 Recalls of laid-off employees to the site from which they were laid off shall be handled in the following manner:**

- A. The Employer will contact the most senior qualified employee.
- B. If the most senior qualified employee does not respond, the Employer will notify all laid off employees that a vacancy exists. The employees shall then be given seven (7) days from the date of mailing of the letters in which to express, in person, or by certified mail, his or her desire to accept the available job. During this entire process, the Employer may assign a temporary employee to fill the vacancy until a senior person is selected.
- C. Recall shall be by seniority and qualifications as determined by the Employer of those responding.
- D. Those not responding shall be dropped from the seniority list.

**30.13 Lost Accounts to Non-Union or In-House**

Employees who lose their jobs due to loss of the account to a non-union firm or to in-house service shall be treated as any other laid off employee who shall have preference prior to the Employer hiring new employees.

**ARTICLE XXXI – SENIORITY, TRANSFER, AND LAYOFF – SACRAMENTO AREA**  
**Article XXXI applies only to the Sacramento Area.**

- 31.1 In the reduction of forces due to the slackness of work, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired, until the list of former employees is exhausted, provided those employees remaining are capable of performing the work required.
- 31.2 Definition of Seniority. Seniority is defined as an employee's continuous service with his/her Employer or predecessor Employer(s) signatory to this Agreement or other SEIU-USWW Agreement since date of hire. When layoffs occur in a building site, the most junior employee will be the first person laid off. Seniority shall not be used for bumping purposes.
- 31.3 In filling higher paid positions covered by this Agreement, employees working in other classifications covered by this Agreement shall be given a reasonable trial on the basis of seniority where merit, ability, and physical fitness are equal as determined by the Employer.
- 31.4 Loss of Seniority  
Seniority rights shall be lost for the following reasons:
  1. Quit
  2. Discharge
  3. A lay-off for a continuous period of six (6) months.
  4. Retirement
  5. Promotion out of the unit after sixty (60) calendar days.
  6. Failure to report to work for three (3) consecutive work days without notice, unless it is beyond the reasonable control of the employee, shall be considered a voluntary quit. Failure to return from an authorized Leave of Absence (LOA) without having an extension approved in writing, unless is beyond the reasonable control of the employee, shall be considered a voluntary quit.
- 31.5 Transfers to a different worksite by the Employer shall be for legitimate reasons only and not be used a means of discipline.
- 31.6 Employees transferred to a different worksite shall retain their original seniority, and shall be informed of the reason for the transfer.
- 31.7 An employee's pay and benefit rate shall not be reduced as a result of a transfer within the same classification from one location to another, unless the transfer is

as a result of a request by building management for just cause, in which case the employee will be transferred to another site at the wage and benefits of that site.

- 31.8 The guarantee to maintain wage and benefit levels does not apply in the case of transfer from a Government Wage determination site, or a site covered under an Appendix in the Sacramento Area, with or without cause. This provision shall only apply to any wage or benefit level which is specified in the applicable Appendix or Government Wage determination.
- 31.9 An employee who voluntarily requests a transfer to another work site agrees to accept the wage rate and benefits offered at that site corresponding to his/her level of seniority, and the Employer must notify the employee of such different wage rate or benefit level before the employee transfers to the new work site.

31.10 Transfers and Job Advancement

All employees desiring either more hours, a full time job, a job in a specific location or geographic area, or a job with higher pay and benefits shall indicate such specifics, in writing, to the Employer. The Employer will keep such requests on file on a list for at least one year.

When vacancies occur at existing worksites, where part-time employees decline seniority rights as stated in Section 3.2.B, or the Employer secures a new account where hiring will occur, all current employees who have a written transfer request on file, and who meet the reasonable qualifications for the position, will be given preference by seniority for such employment opportunities before workers are hired from the street.

An employee shall transfer his or her seniority upon transfer to another work site, except for disciplinary transfer involving just cause initiated by the client.

The Employer will communicate all vacant positions at job sites covered under this Agreement by notification to employees at the Employer's office.

- 31.11 Removal of Employee by Client Request. When the building management requests removal of an employee without just cause, the Employer will transfer the employee to a work site of equivalent wage rate and benefits as soon as is reasonably possible, not to exceed five (5) working days. Transfers of employees required by clients shall be stated in writing by the Employer.

If the Employer cannot place the removed employee in another position utilizing the above procedures, the Employer shall pay five (5) days' pay to employees with less than one (1) year and ten (10) days' pay to employees with one (1) year or

more of service, which may be for work performed during all or part of that period, and the employee shall go onto Layoff status.

If the employee refuses a transfer within the same County then the Employer shall have no obligation to make the employee whole. Employees transferred as provided here shall not be guaranteed the same schedule either in terms of time of shift or days off.

**31.12 Notice of Layoff**

The Employer agrees to provide five (5) days' notice to employees of a permanent layoff, or the time in which the employer has knowledge of the layoff, if it is less than five (5) days. The Union shall receive copies of such notices. The affected employees shall have the right to be paid for the full notification period as defined above, whether for time worked or while laid off.

**31.13 Employees on layoff and regular part time and extra employees shall receive preference over all newly hired employees, in the event the Employer hires employees. Employees laid off from a worksite shall receive first preference for filling openings at another worksite with the same salary schedule as the worksite from which the employee was laid off, based on the total length of service with the Employer, with the exception of Government Wage determination sites or Sacramento Appendix sites as specified above. For the purposes of salary determination, that employee shall not be considered a replacement employee.**

**31.14 The Employer shall provide the Union with a list of all employees on the recall list upon request by the Union, no more than three (3) times per year.**

**31.15 Lost Accounts to Non-Union or In-House**

Employees who lose their jobs due to loss of the account to a non-union firm or to in-house service shall be treated as any other laid off employee who shall have preference prior to the Employer hiring new employees.

**ARTICLE XXXII – SUBCONTRACTING – BAY AREA**

**Article XXXII applies only to the Bay Area.**

**32.1 The Employer will not contract out bargaining unit work, except when the Employer lacks special equipment or tools for performing the work. The Employer shall not contract out to avoid its obligations under this Agreement nor as a means of reducing the scope of the Union. The Employer will notify the Union prior to any subcontracting, and shall include in its notification the name of the subcontractor, nature of the subcontracted work, and location of the work.**

32.2 No employee of the Employer shall be requested or allowed to subcontract any work from the Employer or his agents.

See additional subcontracting provisions in Appendix E (page 111).

**ARTICLE XXXIII – SUBCONTRACTING – SACRAMENTO AREA**

**Article XXXIII applies only to the Sacramento Area.**

In the event that the Employer determines that it is financially necessary to subcontract work or in the event there is not a sufficient number of qualified employees or applicants, the Employer may, under these circumstances, sub-contract work performed by bargaining unit members to other contractors or individuals. The Employer shall not contract out to avoid its obligations under this Agreement nor as a means of reducing the scope of the Union. The Employer will notify the Union of any sub-contractors used to perform work in any classification covered by this agreement, and of the specific reasons why the subcontracting is required.

See additional subcontracting provisions in Appendix E (page 111).

**ARTICLE XXXIV - WORK PRESERVATION – BAY AREA**

**Article XXXIV applies only to the Bay Area.**

34.1 Neither the Union nor any Employer signatory to this Agreement will modify its terms nor undertake any conduct in derogation of its terms and conditions while it remains in effect.

34.2 However, the parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor by mutual agreement to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual Employers.

34.3 Notwithstanding the provisions of Section 34.1 above, the parties to this Agreement hereby establish a committee composed of two representatives of the Employer and two representatives of the Union.

34.4 This committee will review requests for changes in the terms and conditions of this Labor Agreement that may be necessary to preserve work opportunities for the individual Employer and the employees covered by the Agreement. The committee is authorized to approve such changes as it deems to be in the best interest of the parties to the Agreement.

- 34.5 The committee, upon such a request for a change in the terms of the Agreement, shall forthwith make the terms of the requested changes known, in writing, to all signatory Employers and to the Union.
- 34.6 The committee, upon granting any such request, shall forthwith notify all signatory Employers and the Union of the terms of its decision and shall not unreasonably withhold such modifications from other Employers similarly situated.
- 34.7 The committee shall be empowered to develop rules and procedures, subject to the approval of the bargaining parties, to carry out the intent of these provisions.

#### **ARTICLE XXXV - ENTIRE AGREEMENT**

- 35.1 The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all understandings and agreements applicable to covered employees arrived at after the exercise of that right and opportunity are set forth in this Agreement.
- 35.2 In the event of any conflict between the language in the main body of this Agreement or in any of the Appendices attached to this Agreement, and any Table of Contents or Wage and Benefit charts shown in Appendices A (page 48) or B (page 89), the language of this Agreement shall prevail.

#### **The following Sections 35.3 and 35.4 apply only to the Bay Area:**

- 35.3 Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this Agreement, which proposal was not incorporated therein, shall be used in the construction of this Agreement.
- 35.4 The parties agree to meet upon conclusion of negotiations for this new collective bargaining agreement to work out the details of providing contractually obligated information via disk, tape, or e-mail generated by particular computer software. The parties agree that the Employer will not need to change its software applications in order to comply with this section. There shall be no additional cost to the Employer.

#### **The following Section 35.5 applies only to the Sacramento Area:**

- 35.5 This Agreement represents the complete and final understanding of all bargainable issues between the Employer and the Union. It is the intent of the parties that the

provisions of this Agreement will supersede all prior agreements, understandings and practices, oral or written, express or implied, between the parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted in arbitration hereunder or otherwise.

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement unless by mutual agreement of the parties, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE XXXVI - DURATION OF AGREEMENT**

This Agreement shall become effective as of May 1, 2016, and shall remain in effect until April 30, 2020 and shall continue from year-to-year thereafter; provided, however, that each party reserves the right to give notice to the other at least sixty (60) days prior to April 30, 2020 of its desire to change or terminate said Agreement.

### **FOR THE EMPLOYERS:**

By: Jamie Beaud

Date: 4/22/2017

### **FOR THE UNION:**

**Service Employees International  
Union, United Service Workers West**

By: Mark P. Sharrow

By: John

By: D. Martinez

By: Rosalina Garcia

By: Carmela Hernandez

By: Halei S. Coello

By: James T. M. Clegg

By: Monique S.

By: Jo. Guido

By: Fernando P.

By: M. L. Guryo A.

By: John

By: Linda Alvarado

By: \_\_\_\_\_

Date: 4/11/2017

## **APPENDIX A**

### **AREA 1: BAY AREA ECONOMIC PROVISIONS**

#### Definition

Area 1 (Bay Area) consists of the following Counties: Santa Clara, San Mateo, Alameda and Contra Costa in the State of California.

Appendix A is divided into the following major Parts:

<u>Page #</u>	<u>Part</u>
P. 50	<u>Part One (Sections 1 through 4)</u> Part One contains economic provisions applying to Master Contract sites. Sections 1 through 3 specify the entire economic package applying for each type of site based on square footage. Section 4 specifies Pension benefits in Santa Clara County only.
P. 68	<u>Part Two (Section 5)</u> Part Two contains economic provisions applying only to employees hired prior to certain dates (June 1, 2000 or before) under the former Bay Area "Zone" provisions.
P. 73	<u>Part Three (Sections 6 through 9)</u> Part Three contains economic provisions applying to New and Former Non-Union Sites based on square footage and the date when the site was first bid by a signatory Employer. Each Section specifies the entire economic package applying to that type of site.
P. 82	<u>Part Four (Sections 10 through 13)</u> Part Four contains eligibility rules and other provisions applying to all wages and benefits specified in Sections 1 through 9.
P. 86	<u>Part Five (Sections 14 through 16)</u> Part Five contains additional economic provisions which apply to all sites in the Bay Area.
P. 88	<u>Part Six (Side Letters of Understanding)</u> Part Six lists the Side Letters specifying economic packages applying to particular sites in the Bay Area.

## **ECONOMIC AREA DESIGNATIONS – BAY AREA**

### **Part One: Master and Small Master Contract Sites**

<u>Section</u>	<u>Area</u>	<u>Definition</u>
1	1A	Master Contract Sites (Santa Clara and San Mateo Counties, Downtown Oakland)
1	1B	Master Contract Sites (East Bay outside Downtown Oakland, San Mateo New Work)
2	1C	Small Master Contract Sites (150k-200k) in geographic Area 1A
2	1D	Small Master Contract Sites (150k-200k) in geographic Area 1B
3	1E	Small Master Contract Sites below 150,000 square feet in geographic Area 1A
3	1F	Small Master Contract Sites below 150,000 square feet in geographic Area 1A

### **Part Two: Former Bay Area Zone Provisions for employees hired prior to 6/1/2000**

<u>Section</u>	<u>Area</u>	<u>Definition</u>
5	1G	Former Bay Area Zone Provisions, Santa Clara County (Zone 1)
5	1H	Former Bay Area Zone Provisions, East Bay (Zone 3)
5	1J	Former Bay Area Zone Provisions, San Mateo County (Zone 4)

### **Part Three: New and Former Non-Union Sites**

<u>Section</u>	<u>Area</u>	<u>Definition</u>
10	1L	New/Former Non-Union Sites of 200,000 square feet or greater
11	1M	New/Former Non-Union Sites below 200,000 square feet
12	1N	Former Zone 5, Tier 1 Sites

**(Part Four does not contain any additional Economic Areas)**

### **Part Five: Additional Economic Provisions**

<u>Section</u>	<u>Area</u>	<u>Definition</u>
15	1P	Window Cleaners, Santa Clara County
15	1Q	Window Cleaners, San Mateo County
15	1R	Window Cleaners, East Bay

### **Bay Area Side Letters (published separately)**

<u>Section</u>	<u>Area</u>	<u>Definition</u>
SL1	1S	Genentech South San Francisco Side Letter
SL2	1T	Serramonte Center Side Letter
SL3	1U	Google Side Letter
SL4	1V	eBay Side Letter
SL5	1W	Apple Side Letter
SL6	1X	Stanford University Side Letter

See the appropriate Sections for more exact Area definitions.

## **PART ONE: MASTER AND SMALL MASTER CONTRACT SITES**

### **Section 1 – Areas 1A/1B: Master Contract Sites**

The definition of a Master Contract Site shall be a site of 200,000 total cleanable square feet or greater at full occupancy. An individual building of less than 200,000 total square feet which is part of a complex or group of buildings which totals 200,000 square feet or more, and which is serviced under a contract between the Employer and a single client, shall be considered a Master Contract site.

#### 1.A **MASTER WAGE RATES – AREA 1A**

Area 1A consists of the following geographic areas:

- (1) Santa Clara County (former Zone 1, Area 1)
- (2) Downtown Oakland (former Zone 3, Areas 1, 2, 5, and 6 – defined as the area bounded by Martin Luther King Jr. Way, 30th Street, Richmond Blvd, I-580, Lakeshore Ave, Lake Merritt Channel, Oakland Inner Harbor), plus the additional buildings listed
- (3) The following additional East Bay locations (former Zone 3, Area 2):
  - (a) 1947 Center Street, Oakland
  - (b) C.W.A. Hall, Oakland
  - (c) Holy Name College, Oakland
  - (d) I.B.E.W. Hall, Oakland
  - (e) Newpark Mall, Newark
  - (f) St. Mary's College, Moraga
  - (g) Sanwa Bank, 3001 East 14th St., Oakland (Fruitvale Branch)
  - (h) U.P.S., Oakland
- (4) San Mateo County plus the City of Palo Alto to the north of Oregon Expressway and Page Mill Road (former Zone 4, Area 1)

Minimum Master Wage Rates for Area 1A shall be as follows:

	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Minimum Rate	\$15.00	\$15.60	\$16.10	\$16.50

Minimum wage increases for all employees in Area 1A who have completed three (3) years of service shall be as follows:

	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Wage Increase	\$0.76	\$0.60	\$0.50	\$0.40

1.B MASTER WAGE RATES – AREA 1B

Area 1B consists of the following geographic areas:

- (1) Locations in Alameda County outside Downtown Oakland as defined above plus locations in Contra Costa County, but not including the locations specified in 1.A(3) above.
- (2) Locations under the San Mateo County New Work Agreement (former Zone 4, Area 2) bid prior to May 1, 2003.

Minimum Master Wage Rates for Area 1B shall be as follows:

	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Minimum Rate	\$14.80	\$15.40	\$16.00	\$16.50

Minimum wage increases for all employees in Area 1B who have completed three (3) years of service shall be as follows:

	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Wage Increase	\$0.76	\$0.60	\$0.60	\$0.50

1.C NEW HIRE WAGE RATES – AREAS 1A/1B

Effective May 1, 2016, all new employees as well as employees with less than three (3) years of service in Areas 1A/1B, based on the anniversary date of each employee, shall be paid no less than thirty cents (\$0.30) above the California Minimum Wage.

Based on expected increases in the California Minimum Wage, minimum wage rates for New Hires will be:

<u>Effective Date</u>	<u>New Hire Wage Rate</u>
5/1/2016	\$10.30
1/1/2017	\$10.80
1/1/2018	\$11.30
1/1/2019	\$12.30
1/1/2020	\$13.30

Upon completion of three (3) years of service, employees will be paid the Area 1A or 1B Master Wages Rates and Wage Increases, based upon their work location. The parties recognize that the Governor of California has the authority to delay increases in the State Minimum Wage up to 2 times due to economic recession, which would affect the above New Hire wage rates. Wage increases for employees

with less than 3 years earning above the New Hire rates are not mandatory and are at the discretion of the Employer.

See Section 5 (page 68) for wage rates of certain employees hired prior to June 1, 2000.

**1.D HEALTH AND WELFARE PLANS – AREAS 1A/1B**

Coverage for eligible employees pursuant to this Section, except for site-specific agreements, shall be under the following plans provided through the General Employees Trust Fund: Plans E28 (Employee Only) and C28A (Composite) as appropriate for those participating Employers.

**PLAN E28 (EMPLOYEE ONLY)**

Medical – choose one:

Kaiser \$25 Non-Deductible Plan (with \$100 Emergency Room)

Indemnity Plan MP111: no annual maximum (as of 2016)

UHC Dental Plan 2

Prescription Solutions Plan G: \$10 generic prescription, \$25 brand-name

Life Insurance: \$10,000 benefit

**PLAN C28A (COMPOSITE)**

Medical – choose one:

Kaiser \$25 Non-Deductible Plan (with \$100 Emergency Room)

Indemnity Plan MP115: no annual maximum (as of 2016)

UHC Dental Plan 1

Prescription Solutions Plan G: \$10 generic prescription, \$25 brand-name

Life Insurance: \$10,000 benefit

Effective May 1, 2018 (based on April hours), Vision Service Plan benefit will be added to Plan C28.

The costs of the above plans as of the effective date of this Agreement are \$620.43 per month for Plan E28, and \$1,229.48 per month for Plan C28A.

**1.E HEALTH AND WELFARE ELIGIBILITY – AREAS 1A/1B**

Employee-Only coverage - Eligibility Defined. Employees shall be covered under Employee-Only Health and Welfare coverage (Plan E28) after completing twelve (12) consecutive months at one hundred ten (110) hours per month.

Composite Coverage –Eligibility Defined. Employees shall be covered under Composite Health and Welfare coverage (Plan C28A) after completing twenty four (24) months of service

The waiting periods specified above shall apply to all employees hired prior to May 1, 2016 based on their existing length of service, as well as employees hired on or after May 1, 2016.

The employee will be required to work one hundred ten (110) hour per month for the six (6) months prior to the initial month of a Composite contribution. If the employee does not work one hundred ten (110) hours in one (1) of the last six (6) months then the employee will restart his/her six (6) consecutive month requirement in the following month in order to qualify for a Composite contribution.

Example. An employee who was hired on January 1, 2016 will be covered under Plan E28 effective February 1, 2017 (with the first Employer contribution due in January 2013 based on December hours) if he/she worked one hundred ten (110) hours per month from January through December 2016, and will be covered under Plan C28A effective February 1, 2018 (with the first Employer contribution to Plan C28A due in January 2018 based on December hours) if he/she worked one hundred ten (110) hours per month from July through December 2017.

Continuing eligibility shall be based upon working one hundred ten (110) straight time hours per month. Paid holidays, paid sick leave and paid funeral leave shall be counted as hours worked for the purpose of eligibility. Paid vacation hours shall be counted as hours worked for the purpose of eligibility unless they are paid in advance.

See Section 5 (page 68) for Health and Welfare eligibility of certain employees hired prior to June 1, 2000.

1.F **HEALTH AND WELFARE EMPLOYER CONTRIBUTIONS – AREAS 1A/1B**

The Employer shall contribute up to the following monthly amounts effective the dates listed for the GETF Plans listed in this Section. If the premium cost of a Plan is less than the specified Employer contribution at any time, the Employer is only obligated to pay the premium cost. Any amount of the premium cost above the Employer contribution shall be paid by eligible employees through payroll deduction.

Plan Number	5/1/2016	4/1/2017*	4/1/2018*	4/1/2019*
E28 (Employee Only)	\$620.43	+6%	+6%	+6%
C28A (Composite)	\$1,229.48	+6%	+6% +VSP	+6%

\*(based on March hours)

Effective April 1, 2017 (based on March hours) the Employer shall increase its contribution for each Plan by six percent (6%) or the percentage increase of the Plan premium, whichever is less. Effective April 1, 2018 (based on March hours) the Employer shall increase its contribution for each Plan by six percent (6%) or the percentage increase of the Plan premium, whichever is less, and in addition the Employer will contribute the additional amount necessary to add Vision Service Plan benefit to Plan C28A. Effective April 1, 2019 (based on March hours) the Employer shall increase its contribution for each Plan by six percent (6%) or the percentage increase of the Plan premium, whichever is less.

**1.G PAID VACATION – AREAS 1A/1B**

All employees hired on or after June 1, 2000 shall be entitled to one (1) week of vacation per year upon completion of one (1) year of service. All employees shall be entitled to two (2) weeks of vacation per year upon completion of three (3) years of service. Effective May 1, 2019 and thereafter, all employees shall be entitled to three (3) weeks of vacation per year upon completion of fifteen (15) years of service.

However, an employee who receives a payment of unused accrued vacation upon termination shall receive such payment based on one (1) week's accrual per year until he/she has completed three (3) years of service.

See Section 5 (page 68) for Vacation benefits of certain employees hired prior to June 1, 2000. See Section 10 (page 82) for Vacation eligibility rules.

**1.H PAID HOLIDAYS – AREAS 1A/1B**

All eligible employees hired on or after June 1, 2000 shall be entitled to the following paid holidays: New Years Day, 4th of July (Independence Day), Labor Day, Thanksgiving Day, and Christmas Day.

See Section 5 (page 68) for Holiday benefits of certain employees hired prior to June 1, 2000. See Section 11 (page 83) for Holiday eligibility rules.

**1.I PAID SICK LEAVE AND FUNERAL LEAVE – AREAS 1A/1B**

All sick leave provided under this Agreement shall be in compliance with the California Healthy Families, Healthy Workplaces Act of 2014 and as specified in Appendix F-1 to this Agreement.

If a death occurs in the immediate family of an employee, he/she shall receive three (3) days funeral leave which shall be deducted from any earned sick leave. If the employee has no accrued sick leave, time off shall be deducted from any accrued vacation time.

Immediate family shall be described as mother, father, spouse, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, and registered domestic partner.

See Section 5 (page 68) for Sick Leave and Funeral Leave benefits of certain employees hired prior to June 1, 2000. See Appendix F-1 (page 112) for Sick Leave eligibility rules.

1.J **PENSION – SANTA CLARA COUNTY**

See Section 4 (page 67) for Pension provisions applying to Santa Clara County.

**Section 2 – Areas 1C/1D: Small Master Contract Sites of 150,000 square feet or greater but less than 200,000 sq. ft.**

The definition of a Small Master Contract Site shall be a site of less than 200,000 total cleanable square feet, but at least 150,000 total cleanable square feet, at full occupancy. An individual building of less than 200,000 total square feet which is part of a complex or group of buildings which totals 200,000 square feet or more, and which is serviced under a contract between the Employer and a single client, shall not be considered a Small Master Contract site.

The provisions in this Section 2 apply only to employees hired on or after May 1, 2008; employees hired prior to May 1, 2008 at Small Master Contract Sites are covered under the provisions of Section 1 above (Areas 1A/1B).

**2.A MASTER WAGE RATES – AREA 1C**

Area 1C covers the same geographic areas as Area 1A, as follows:

- (1) Santa Clara County (former Zone 1, Area 1)
- (2) Downtown Oakland (former Zone 3, Areas 1, 2, 5, and 6 – defined as the area bounded by Martin Luther King Jr. Way, 30th Street, Richmond Blvd, I-580, Lakeshore Ave, Lake Merritt Channel, Oakland Inner Harbor)
- (3) San Mateo County plus the City of Palo Alto to the north of Oregon Expressway and Page Mill Road (former Zone 4, Area 1)

Minimum Master Wage Rates for Area 1C shall be as follows:

	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Minimum Rate	\$13.42	\$13.72	\$13.97	\$14.17

Minimum wage increases for all employees in Area 1C who have completed three (3) years of service shall be as follows:

	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Wage Increase	\$0.38	\$0.30	\$0.25	\$0.20

**2.B MASTER WAGE RATES – AREA 1D**

Area 1D covers the same geographic areas as Area 1B, as follows:

- (1) Locations in Alameda County outside Downtown Oakland as defined above and locations in Contra Costa County.

(2) Locations under the San Mateo County New Work Agreement (former Zone 4, Area 2).

Minimum Master Wage Rates for Area 1D shall be as follows:

	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Minimum Rate	\$13.22	\$13.52	\$13.87	\$14.17

Minimum wage increases for all employees in Area 1D who have completed three (3) years of service shall be as follows:

	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Wage Increase	\$0.38	\$0.30	\$0.35	\$0.30

See Section 5 (page 68) for wage rates of certain employees hired prior to June 1, 2000.

#### 2.C NEW HIRE WAGE RATES – AREAS 1C/1D

Effective May 1, 2016, all new employees as well as employees with less than three (3) years of service in Areas 1C/1D, based on the anniversary date of each employee, shall be paid no less than thirty cents (\$0.30) above the California Minimum Wage.

Based on expected increases in the California Minimum Wage, minimum wage rates for New Hires will be:

<u>Effective Date</u>	<u>New Hire Wage Rate</u>
5/1/2016	\$10.30
1/1/2017	\$10.80
1/1/2018	\$11.30
1/1/2019	\$12.30
1/1/2020	\$13.30

Upon completion of three (3) years of service, employees will be paid the Area 1C or 1D Master Wages Rates and Wage Increases, based upon their work location. The parties recognize that the Governor of California has the authority to delay increases in the State Minimum Wage up to 2 times due to economic recession, which would affect the above New Hire wage rates. Wage increases for employees with less than 3 years earning above the New Hire rates are not mandatory and are at the discretion of the Employer.

#### 2.D HEALTH AND WELFARE PLANS – AREAS 1C/1D

Coverage for eligible employees pursuant to this Section, except for site-specific agreements, shall be under the following plans provided through the General Employees Trust Fund: Plans E33 (Employee Only) and C28A (Composite) as appropriate for those participating Employers.

**PLAN E33 (EMPLOYEE ONLY)**

Indemnity: 80%/50% coverage, 100% coverage after \$20,000; no annual maximum (as of 2016)

Prescriptions included as part of Indemnity Medical coverage

Life Insurance: \$10,000 benefit

**PLAN C28A (COMPOSITE)**

(See Section 1.D for description of benefits in this Plan)

The costs of the above plans as of the effective date of this Agreement are \$418.24 per month for Plan E33, and \$1,229.48 per month for Plan C28A.

2.E HEALTH AND WELFARE ELIGIBILITY – AREAS 1C/1D

Employee-Only coverage – eligibility defined. Employees shall be covered under Employee-Only Health and Welfare coverage (Plan E33) after completing twenty four (24) consecutive months at one hundred thirty (130) hours per month.

Composite Coverage – eligibility defined. Employees shall be covered under Composite Health and Welfare coverage (Plan C28A) after thirty six (36) months at one hundred thirty (130) hours per month. New employees who have qualified for Employee Only coverage as stated above will be required to work an additional twelve (12) consecutive months at one hundred thirty (130) hours per month, and have completed at least thirty six (36) months of service, prior to the initial month of a Composite contribution.

Continuing eligibility for employees shall be based upon working one hundred thirty (130) straight time hours per month. Employees hired prior to May 1, 2012 shall have continuing eligibility based upon one hundred ten (110) straight time hours per month.

Example. An employee who is hired on January 1, 2016 will be covered under Plan E33 effective February 1, 2018 (with the first Employer contribution due in January 2018 based on December 2017 hours) if he/she has worked one hundred thirty (130) hours per month for twenty four (24) consecutive months, and will be

covered under Plan C28A effective February 1, 2019 (with the first Employer contribution to Plan C28A due in January 2019 based on December 2018 hours) if he/she has worked one hundred thirty (130) hours per month from January through December 2018.

Paid holidays, paid sick leave and paid funeral leave shall be counted as hours worked for the purpose of eligibility. Paid vacation hours shall be counted as hours worked for the purpose of eligibility unless they are paid in advance.

For employees in these sites who currently have wages and benefits greater than what is defined above, the Employer reserves the right to transfer employee to an equal or greater benefit site in an effort to retain their current benefit status. Those employees who refuse a transfer within the same county, will be placed on the lay-off list or will adhere to the aforementioned benefits. Notwithstanding, employees current wage rate will not be affected.

In the event there is not an available position to transfer to an equal or greater benefit site, the employee may select the option stated above or be put on the layoff list. The Employer will notify the Union when it is in an uncompetitive situation due to non-union competition bidding on the site, and it is understood that this paragraph applies to this situation.

See Section 5 (page 68) for Health and Welfare eligibility of certain employees hired prior to June 1, 2000.

## 2.F HEALTH AND WELFARE EMPLOYER CONTRIBUTIONS – AREAS 1C/1D

The Employer shall contribute up to the following monthly amounts effective the dates listed for the GETF Plans listed in this Section. If the premium cost of a Plan is less than the specified Employer contribution at any time, the Employer is only obligated to pay the premium cost. Any amount of the premium cost above the Employer contribution shall be paid by eligible employees through payroll deduction.

Plan Number	5/1/2016	4/1/2017*	4/1/2018*	4/1/2019*
E33 (Employee Only)	\$418.24	+6%	+6%	+6%
C28A (Composite)	\$1,229.48	+6%	+6% +VSP	+6%

\*(based on March hours)

Effective April 1, 2017 (based on March hours) the Employer shall increase its contribution for each Plan by six percent (6%) or the percentage increase of the Plan premium, whichever is less. Effective April 1, 2018 (based on March hours) the Employer shall increase its contribution for each Plan by six percent (6%) or

the percentage increase of the Plan premium, whichever is less, and in addition the Employer will contribute the additional amount necessary to add Vision Service Plan benefit to Plan C28A. Effective April 1, 2019 (based on March hours) the Employer shall increase its contribution for each Plan by six percent (6%) or the percentage increase of the Plan premium, whichever is less.

2.G **PAID VACATION – AREAS 1C/1D**

All employees hired on or after June 1, 2000 but prior to May 1, 2012 shall be entitled to one (1) week of vacation per year upon completion of one (1) year of service. All employees shall be entitled to two (2) weeks of vacation per year upon completion of three (3) years of service. However, an employee who receives a payment of unused accrued vacation upon termination shall receive such payment based on one (1) week's accrual per year until he/she has completed three (3) years of service.

Employees hired on or after May 1, 2012 shall be entitled to one (1) week of vacation per year upon completion of one (1) year of service.

See Section 5 (page 68) for Vacation benefits of certain employees hired prior to June 1, 2000. See Section 10 (page 82) for Vacation eligibility rules.

2.H **PAID HOLIDAYS – AREAS 1C/1D**

All eligible employees hired on or after June 1, 2000 but prior to May 1, 2012 shall be entitled to the following paid holidays: New Years Day, 4th of July (Independence Day), Labor Day, Thanksgiving Day, and Christmas Day.

See Section 5 (page 68) for Holiday benefits of certain employees hired prior to June 1, 2000. See Section 11 (page 83) for Holiday eligibility rules.

2.I **PAID SICK LEAVE AND FUNERAL LEAVE – AREAS 1C/1D**

All sick leave provided under this Agreement shall be in compliance with the California Healthy Families, Healthy Workplaces Act of 2014 and as specified in Appendix F-1 to this Agreement.

If a death occurs in the immediate family of an employee, he/she shall receive three (3) days funeral leave which shall be deducted from any earned sick leave. If the employee has no accrued sick leave, time off shall be deducted from any accrued vacation time.

Immediate family shall be described as mother, father, spouse, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, and registered domestic partner.

See Section 5 (page 68) for Sick Leave and Funeral Leave benefits of certain employees hired prior to June 1, 2000. See Appendix F-1 (page 112) for Sick Leave eligibility rules.

2.J **PENSION – SANTA CLARA COUNTY**

See Section 4 (page 67) for Pension provisions applying to Santa Clara County.

### **Section 3 – Areas 1E/1F: Small Master Contract Sites Below 150,000 Square Feet**

This section shall apply only to sites of less than 150,000 total cleanable square feet at full occupancy. An individual building of less than 150,000 total square feet which is part of a complex or group of buildings which totals 150,000 square feet or more, and which is serviced under a contract between the Employer and a single client, shall not be covered under this Section.

The provisions in this Section 3 apply only to employees hired on or after May 1, 2008; employees hired prior to May 1, 2008 at Small Master Contract Sites are covered under the provisions of Section 1 above (Areas 1A/1B).

#### **3.A MASTER WAGE RATES – AREA 1E**

Area 1E covers the same geographic areas as Area 1A, as follows:

- (1) Santa Clara County (former Zone 1, Area 1)
- (2) Downtown Oakland (former Zone 3, Areas 1, 2, 5, and 6 – defined as the area bounded by Martin Luther King Jr. Way, 30th Street, Richmond Blvd, I-580, Lakeshore Ave, Lake Merritt Channel, Oakland Inner Harbor)
- (3) San Mateo County plus the City of Palo Alto to the north of Oregon Expressway and Page Mill Road (former Zone 4, Area 1)

Minimum Master Wage Rates for Area 1E shall be as follows:

	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Minimum Rate	\$13.42	\$13.72	\$13.97	\$14.17

Minimum wage increases for all employees in Area 1E who have completed three (3) years of service shall be as follows:

	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Wage Increase	\$0.38	\$0.30	\$0.25	\$0.20

#### **3.B MASTER WAGE RATES – AREA 1F**

Area 1F covers the same geographic areas as Area 1B, as follows:

- (1) Locations in Alameda County outside Downtown Oakland as defined above, and locations in Contra Costa County.

(2) Locations under the San Mateo County New Work Agreement (former Zone 4, Area 2).

Minimum Master Wage Rates for Area 1F shall be as follows:

	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Minimum Rate	\$13.22	\$13.52	\$13.87	\$14.17

Minimum wage increases for all employees in Area 1F who have completed three (3) years of service shall be as follows:

	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Wage Increase	\$0.38	\$0.30	\$0.35	\$0.30

See Section 5 (page 68) for wage rates of certain employees hired prior to June 1, 2000.

### 3.C NEW HIRE WAGE RATES – AREAS 1E/1F

Effective May 1, 2016, all new employees as well as employees with less than three (3) years of service in Areas 1E/1F, based on the anniversary date of each employee, shall be paid no less than thirty cents (\$0.30) above the California Minimum Wage.

Based on expected increases in the California Minimum Wage, minimum wage rates for New Hires will be:

<u>Effective Date</u>	<u>New Hire Wage Rate</u>
5/1/2016	\$10.30
1/1/2017	\$10.80
1/1/2018	\$11.30
1/1/2019	\$12.30
1/1/2020	\$13.30

Upon completion of three (3) years of service, employees will be paid the Area 1E or 1F Master Wages Rates and Wage Increases, based upon their work location. The parties recognize that the Governor of California has the authority to delay increases in the State Minimum Wage up to 2 times due to economic recession, which would affect the above New Hire wage rates. Wage increases for employees with less than 3 years earning above the New Hire rates are not mandatory and are at the discretion of the Employer.

### 3.D HEALTH AND WELFARE PLANS – AREAS 1E/1F

Coverage for eligible employees pursuant to this Section, except for site-specific agreements, shall be under Plan E33 (Employee Only) provided through the General Employees Trust Fund.

**PLAN E33 (EMPLOYEE ONLY)**

(see Section 6.D for description of benefits under Plan E33)

The cost of the above plan E33 as of the effective date of this Agreement is \$418.24 per month.

**3.E HEALTH AND WELFARE ELIGIBILITY – AREAS 1E/1F**

Employee-Only coverage. Employees shall be covered under Employee-Only Health and Welfare coverage (Plan E33) after completing forty eight (48) months of service. There shall be no requirement to work a certain number of consecutive months with a certain number of hours per month.

Employees who have already qualified for Employee Only or Composite Coverage will retain their level of benefits (Plans E28 or C28A, with Employer contributions as specified in Section 1 above).

Continuing eligibility shall be based upon working one hundred thirty (130) straight time hours per month.

Example. An employee who was hired on January 1, 2016 will be covered under the Plan E33 effective February 1, 2020 (with the first Employer contribution due in January 2020 based on December hours).

Paid holidays, paid sick leave and paid funeral leave shall be counted as hours worked for the purpose of eligibility. Paid vacation hours shall be counted as hours worked for the purpose of eligibility unless they are paid in advance.

For employees in these sites who currently have wages and benefits greater than what is defined above, the Employer reserves the right to transfer employee to an equal or greater benefit site in an effort to retain their current benefit status. Those employees who refuse a transfer within the same county, will be placed on the lay-off list or will adhere to the aforementioned benefits. Notwithstanding, employees current wage rate will not be affected.

In the event there is not an available position to transfer to an equal or greater benefit site, the employee may select the option stated above or be put on the layoff list. The Employer will notify the Union when it is in an uncompetitive

situation due to non-union competition bidding on the site, and it is understood that this paragraph applies to this situation.

**3.F HEALTH AND WELFARE EMPLOYER CONTRIBUTIONS – AREAS 1E/1F**

The Employer shall contribute up to the following monthly amounts effective the dates listed for the GETF Plans listed in this Section. If the premium cost of a Plan is less than the specified Employer contribution at any time, the Employer is only obligated to pay the premium cost. Any amount of the premium cost above the Employer contribution shall be paid by eligible employees through payroll deduction.

<u>Plan Number</u>	<u>5/1/2016</u>	<u>4/1/2017*</u>	<u>4/1/2018*</u>	<u>4/1/2019*</u>
E33 (Employee Only)	\$418.24	+6%	+6%	+6%

\*(based on March hours)

Effective April 1, 2017, April 1, 2018, and April 1, 2019 (based on the respective March hours) the Employer shall increase its contribution for the Plan by six percent (6%) or the percentage increase of the Plan premium in that year, whichever is less.

**3.G PAID VACATION – AREAS 1E/1F**

Employees hired on or after May 1, 2012 shall be entitled to one (1) week of vacation per year upon completion of one (1) year of service.

See Section 10 (page 82) for Vacation eligibility rules.

**3.H OTHER BENEFITS**

Employees hired prior to May 1, 2012 shall retain the Vacation, Holiday and Sick Leave benefits as specified above in Section 2.

See Section 5 (page 68) for Vacation, Holiday or Sick Leave benefits of certain employees hired prior to June 1, 2000.

**3.I PAID SICK LEAVE AND FUNERAL LEAVE – AREAS 1E/1F**

All sick leave provided under this Agreement shall be in compliance with the California Healthy Families, Healthy Workplaces Act of 2014 and as specified in Appendix F-1 to this Agreement.

If a death occurs in the immediate family of an employee, he/she shall receive three (3) days funeral leave which shall be deducted from any earned sick leave. If the employee has no accrued sick leave, time off shall be deducted from any accrued vacation time.

Immediate family shall be described as mother, father, spouse, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, and registered domestic partner.

See Section 5 (page 68) for Sick Leave and Funeral Leave benefits of certain employees hired prior to June 1, 2000. See Appendix F-1 (page 112) for Sick Leave eligibility rules.

3.J **PENSION – SANTA CLARA COUNTY**

See Section 4 (page 67) for Pension provisions applying to Santa Clara County.

#### **Section 4 – Pension – Santa Clara County**

The following Pension Benefits apply only to Master Contract and Small Master Contract sites in Santa Clara County excluding Palo Alto north of Page Mill Road and Oregon Expressway (Areas 1A, 1C and 1E – former Zone 1, Area 1), and excluding site-specific Agreements.

Effective May 1, 2016, the Employer shall contribute the following amounts on behalf of eligible employees for each straight-time hour worked or paid:

	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Base Contrib.	0.15	0.15	0.15	0.15
Supplem. Contrib.	72.10%	85.50%	99.90%	115.40%
Total Contribution	\$0.2582	\$0.2783	\$0.2999	\$0.3231

The contributions specified above shall be made on behalf of eligible employees covered by this Section 4 and as defined in Appendix C, Section 3(d).

The parties agree to adopt such increases (Pension Supplemental Contributions) as are required pursuant to the Preferred Schedule attached to the Rehabilitation Plan for the SEIU National Industry Pension Fund.

With respect to the contributions specified in this Section, the Employer reserves the right to withdraw from the SEIU-NIPF at any time during the term of the Agreement.

## **PART TWO – WAGES AND BENEFITS OF CERTAIN BAY AREA EMPLOYEES**

### **Section 5 - Areas 1G/1H/1J: Former Bay Area Zone Provisions**

#### **5.A TABLES OF FORMER BAY AREA ZONE PROVISIONS**

Please refer to the following tables for Wages and Benefits applying to "grandfathered" employees covered under the former Bay Area "Zone" provisions. For each Zone/Area, apply the information in the following columns as follows:

- (1) DOH< indicates the "cutoff" Hire Date for wage and benefit levels. For example, wages and benefits in a table row following "6/1/2000" would apply only to the employees hired prior to June 1, 2000. If there are several rows within a particular Zone/Area, each successive row indicates greater wages or benefits applying to employees hired prior to the date shown in that row.
- (2) Minimum Wage Rates indicates the minimum wage rates applicable to employees hired prior to the dates shown effective May 1 of each year of the Agreement.
- (3) H&W indicates monthly hours for Health and Welfare eligibility, including where the Master Agreement applies. All other Health and Welfare eligibility rules apply.
- (4) Additional Holidays indicates holiday benefits of applicable employees in addition to the standard holidays in the Agreement. See eligibility rules for Floating Holidays and Personal Days following the chart. All other Holiday eligibility rules apply. F/H refers to Floating Holiday.
- (5) Vac, S/L, and F/L indicate paid benefits of applicable employees in weeks (vacation) or days (sick and funeral leave). All other eligibility rules for these benefits apply.
- (6) Pns indicates Pension benefits of applicable employees. Total contributions including Fund Improvement Supplemental Contributions are shown following the chart.
- (7) If a particular square is blank, the Area 1A/1B Master Contract wages and benefits apply (Section 1)

The following tables contain all relevant information on former Bay Area Zone provisions. A verbal description of those provisions can be found in the predecessor Agreements (Northern California Maintenance Contractors Agreement 2008-2012, Section 12; or the Bay Area Maintenance Contractors Agreement 2003-2008).

AREA 1G: SANTA CLARA COUNTY "ZONE" PROVISIONS															
Zone/ Area		Zone Name	DOH<	Minimum Wage Rates					H&W	Additional Holidays	Vac	S/L	Pns	F/L	
				2015	2016	2017	2018	2019							
1	1	Santa Clara County (south of Page Mill Road)	<6/1/2000	14.24	15.00	15.60	16.10	16.50	90	Presidents Day, Memorial Day, Day after Thanksgiving	3	5			
			<6/1/2000	14.57	15.33	15.93	16.43	16.83	90						
			<6/1/2000	15.07	15.83	16.43	16.93	17.33	90		3	5			
			<6/1/2000	16.33	17.09	17.69	18.19	18.59	90		3	5			
			<5/11/1988	16.33	17.09	17.69	18.19	18.59	90	Presidents Day, Memorial Day, Day after Thanksgiving, Personal Day	4	5			
AREA 1J: SAN MATEO COUNTY "ZONE" PROVISIONS															
Zone/ Area		Zone Name	DOH<	Minimum Wage Rates					H&W	Additional Holidays	Vac	S/L	Pns	F/L	
				2015	2016	2017	2018	2019							
4	1	San Mateo Co. (plus Palo Alto north of Page Mill Road and Oregon Expwy)	<6/1/2000	14.24	15.00	15.60	16.10	16.50	90	Memorial, Personal Day, Floating Holiday, Employee Birthday	4	5			
			<1/1/1986	14.96	15.72	16.32	16.82	17.22	90		4	5			
4	2	San Mateo County "New Work"	<6/1/2000	14.04	14.80	15.40	16.00	16.50	110	Memorial Day, Personal Day		4			

AREA 1H: EAST BAY "ZONE" PROVISIONS															
Zone/ Area		Zone Name	DOH<	Minimum Wage Rates					H&W	Additional Holidays	Vac	S/L	Pns	F/L	
				2015	2016	2017	2018	2019							
3	1	Specified Downtown Oakland Buildings	<12/1/1983 (others in Zone 3 Area 2)	16.33	17.09	17.69	18.19	18.59	80	Washington's Birthday, Memorial Day, Veteran's Day, Employee's Birthday	5	8	0.35	5	
3	2	Downtown Oakland plus other Buildings	<6/1/2000	14.24	15.00	15.60	16.10	16.50	110	Floating Holiday					
			<1/27/1988	14.24	15.00	15.60	16.10	16.50	88	Washington's Birthday, Memorial Day, 2 F/H	4	5	0.20	3	
			<12/1/1983	15.85	16.61	17.21	17.71	18.11	80		4	5	0.20	3	
3	3	East Bay outside Down- town Oakland	<6/1/2000	14.04	14.80	15.40	16.00	16.50	110	Floating Holiday					
			<1/27/1988	14.24	15.00	15.60	16.10	16.50	88	Washington's Birthday, Memorial Day, F/H	4	5	0.15	3	
			<12/1/1983	15.15	15.91	16.51	17.01	17.41	80		4	5	0.15	3	
3	4	East Bay New Work	6/1/2000	14.04	14.80	15.40	16.00	16.50	110	Floating Holiday					
			<1/27/1988	14.24	15.00	15.60	16.10	16.50	110						
3	5	1901 Harrison, Old World, Prentiss Prop.	<6/1/2000	14.24	15.00	15.60	16.10	16.50	110	Floating Holiday			5		
			<7/1/1988	14.24	15.00	15.60	16.10	16.50	88				5	3	
			<1/27/1988	14.50	15.26	15.86	16.36	16.76	88				5	3	
			<12/1/1983	14.50	15.26	15.86	16.36	16.76	80				5	3	
3	6	1999 Harrison, 2101 Webster	<6/1/2000	14.24	15.00	15.60	16.10	16.50	110	Floating Holiday					
			<4/1/1990	14.24	15.00	15.60	16.10	16.50	110					3	
			<4/1/1989	14.24	15.00	15.60	16.10	16.50	110	Washington's B-day, Memorial Day, 2 F/H	4	5	0.15	3	
			<1/27/1988	14.24	15.00	15.60	16.10	16.50	88		4	5	0.15	3	
3	7	300 Lakeside	<6/1/2000	14.24	15.00	15.60	16.10	16.50	110	Floating Holiday			5		
			<1/27/1988	15.28	16.04	16.64	17.14	17.54	80				5		
			<12/1/1983	15.28	16.04	16.64	17.14	17.54	80				4	5	0.15
3	8	1 Kaiser Plaza	<6/1/2000	14.24	15.00	15.60	16.10	16.50	110	Floating Holiday			5		
			<1/27/1988	15.78	16.54	17.14	17.64	18.04	80				5		

**5.B DEFINITIONS OF ZONES AND AREAS**

The former Bay Area Zones and Areas are defined as follows:

Zone 1 Area 1: Santa Clara County excluding the City of Palo Alto south of Page Mill Road and Oregon Expressway.

Zone 3 Area 1: The following buildings: Watergate Towers Complex; United California Bank Building; 1330 Broadway; Civic Center Plaza [Wells Fargo - 1333 Broadway, Clorox - 1221 Broadway, & Office Building #3- 475 14th Street]; World Savings - 1970 Broadway; and Kaiser Permanente - 1950 Franklin, Oakland. For employees hired on or after 12/1/1983 but prior to 1/27/1988 or 6/1/2000, the benefits and wages of Zone 3 Area 2 shall apply based on Date of Hire.

Zone 3 Area 2: All buildings in Downtown Oakland (excluding buildings in Zone 3 Area 1), defined as the area bounded by Martin Luther King Jr. Way, 30th Street, Richmond Blvd, I-580, Lakeshore Ave, Lake Merritt Channel, Oakland Inner Harbor; plus the following buildings: 1947 Center Street, C.W.A. Hall, Holy Names College, I.B.E.W. Hall, Sanwa Bank (3001 E. 14<sup>th</sup> St.), U.P.S. in Oakland; plus Newpark Mall, Newark, and St. Mary's College, Moraga.

Zone 3 Area 3: East Bay (Alameda and Contra Costa Counties) outside Downtown Oakland as defined above, and excluding New Work (Zone 3, Area 4).

Zone 3 Area 4: East Bay "New Work" Agreement (only sites bid prior to 5/1/2003).

Zone 3 Area 5: The following buildings: 1901 Harrison St.; Old World; and Prentiss Property, Oakland.

Zone 3 Area 6: The following buildings: 1999 Harrison Street and 2101 Webster Street, Oakland.

Zone 3 Area 7: The following building: 300 Lakeside, Oakland.

Zone 3 Area 8: The following building: 1 Kaiser Plaza, Oakland.

Zone 4 Area 1: San Mateo County plus the City of Palo Alto from the north side of Oregon Expressway and the north side of Page Mill Road.

Zone 4 Area 2: San Mateo County "New Work" Agreement (only sites bid prior to 5/1/2003).

## 5.C EXPLANATIONS OF CERTAIN BAY AREA ZONE WAGES AND BENEFITS

Any application or eligibility rule not shown below shall be based on the other Sections of this Appendix A.

### Santa Clara County Wage Rates

In Zone 1, Area 1 (Santa Clara County), employees earning the wages shown in the "2015" column would receive the across-the-board wage increases for Area 1A as specified in Section 1. For example, an employee hired prior to June 1, 2000 currently earning \$14.57 per hour would earn at least the wage rates shown in the columns headed 2016, 2017, 2018 and 2019 on the appropriate dates.

### Floating Holidays

Floating Holidays (also referred to in table as "F/H") shall be determined by the Employer for each individual job at least thirty (30) days prior to the observance day, and the employees affected shall be so notified. The Employer agrees to furnish the Union with a list of employees who had received their floating holiday upon the loss of the account

### Personal Days

One Personal Day in each calendar year is to be scheduled by arrangement between the Employee and the Employer not less than thirty (30) days prior to said day off. In case where an eligible employee fails to make a selection by September 1st of any year, the Employer will then assign the Personal Day off with two (2) weeks' notice.

### Pension

All pension contributions shown shall be subject to the Preferred Schedule Funding Improvement Supplemental Contributions shown in the Section 4.

Total Pension contributions for each year of the Agreement by Base Pension contribution shall be as follows:

		<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
Suppl. Contrib:		72.10%	85.50%	99.90%	115.40%
Base Pension:	0.15	\$0.2582	\$0.2783	\$0.2999	\$0.3231
Base Pension:	0.20	\$0.3442	\$0.3710	\$0.3998	\$0.4308
Base Pension:	0.35	\$0.6024	\$0.6493	\$0.6997	\$0.7539

The contributions specified above shall be made on behalf of eligible employees for whom such contributions are required and as defined in Appendix C, Section 3(d).

### **PART THREE – NEW AND FORMER NON-UNION SITES**

#### **Section 6 – Area 1L: New/Former Non-Union Sites (200,000 Square Feet or Greater)**

Former Non-Union Sites (Area 1L) include all sites being serviced by a non-union janitorial contractor at the time of bidding, with the exception of buildings covered under the New Non-Union Small Site Provisions (Area 1M) below. Also included are sites bid under Zone 5 or Zone 5A prior to May 1, 2008.

Wages and benefits at Former Non-Union Sites are as follows:

6.A Effective May 1, 2016, all new employees as well as employees with less than four (4) years of service in Area 1L, based on the anniversary date of each employee, shall be paid no less than thirty cents (\$0.30) above the California Minimum Wage.

Based on expected increases in the California Minimum Wage, minimum wage rates for New Hires will be:

<u>Effective Date</u>	<u>New Hire Wage Rate</u>
5/1/2016	\$10.30
1/1/2017	\$10.80
1/1/2018	\$11.30
1/1/2019	\$12.30
1/1/2020	\$13.30

Upon completion of four (4) years of service, employees will be paid the Area 1A or 1B Master Wages Rates and Wage Increases, based upon their work location. The parties recognize that the Governor of California has the authority to delay increases in the State Minimum Wage up to 2 times due to economic recession, which would affect the above New Hire wage rates. Wage increases for employees in Area 1L sites with less than 4 years earning above the New Hire rates are not mandatory and are at the discretion of the Employer.

6.B Health and Welfare:

Coverage for eligible employees pursuant to this Section shall be under Plan E28 (Employee Only) and Plan C28A (Composite) provided through the General Employees Trust Fund.

#### **PLAN E28 (EMPLOYEE ONLY)**

(See Section 1.D for description of benefits in this Plan)

#### **PLAN C28A (COMPOSITE)**

(See Section 1.D for description of benefits in this Plan)

The costs of the above plans as of the effective date of this Agreement are \$620.43 per month for Plan E28, and \$1,229.48 per month for Plan C28A.

Employees shall be covered under Employee Only Health and Welfare coverage (Plan E28) after completing twenty four (24) consecutive months at one hundred (110) hours per month. Employees shall be covered under Composite Health and Welfare coverage (Plan C28A) after thirty six (36) months at one hundred ten (110) hours per month. Employees who have qualified for Employee Only coverage will be required to work an additional twelve (12) consecutive months at one hundred ten (110) hours per month, and have completed at least thirty six (36) months of service, prior to the initial month of a Composite contribution.

Example. An employee who was hired on January 1, 2016 will be covered under Plan E28 effective February 1, 2018 (with the first Employer contribution due in January 2018 based on December 2017 hours) if he/she has worked one hundred ten (110) hours per month for twenty four (24) consecutive months, and will be covered under Plan C28A effective February 1, 2019 (with the first Employer contribution to Plan C28A due in January 2019 based on December 2018 hours) if he/she has worked one hundred ten (110) hours per month from July 2018 through December 2018.

Paid holidays, paid sick leave and paid funeral leave shall be counted as hours worked for the purpose of eligibility. Paid vacation hours shall be counted as hours worked for the purpose of eligibility unless they are paid in advance.

Employees who have already qualified for Employee Only or Composite Coverage will retain their level of benefits (with Plans E28 and C28A) as defined by the months of service indicated above. All other employees shall be eligible for Health and Welfare benefits as stated above.

Plan Number	5/1/2016	4/1/2017*	4/1/2018*	4/1/2019*
E28 (Employee Only)	\$620.43	+6%	+6%	+6%
C28A (Composite)	\$1,229.48	+6%	+6% +VSP	+6%

\*(based on March hours)

Effective April 1, 2017 (based on March hours) the Employer shall increase its contribution for each Plan by six percent (6%) or the percentage increase of the Plan premium, whichever is less. Effective April 1, 2018 (based on March hours) the Employer shall increase its contribution for each Plan by six percent (6%) or the percentage increase of the Plan premium, whichever is less, and in addition the Employer will contribute the additional amount necessary to add Vision Service

Plan benefit to Plan C28A. Effective April 1, 2019 (based on March hours) the Employer shall increase its contribution for each Plan by six percent (6%) or the percentage increase of the Plan premium, whichever is less.

6.C Other Benefits. All other benefits shall be the same as in the Master Contract sites (Areas 1A/1B) as specified in Section 1 (page 50).

## **Section 7 – Area 1M: New and Former Non-Union Sites below 200,000 Square Feet**

The definition of a New/Former Non-Union Small Site shall be a multi-tenant office building or single-tenant office building of less than 200,000 total cleanable square feet at full occupancy, which was serviced by a non-union janitorial contractor at the time of bidding. An individual building of less than 200,000 total square feet which is part of a complex or group of buildings which totals 200,000 square feet or more, and which is serviced under a contract between the Employer and a single client, shall not be covered under this Provision.

Wages and benefits at New/Former Non-Union Small Sites are as specified below.

### **7.A Minimum Wage Rates**

Employees in Area 1M sites shall be paid no less than thirty cents (\$0.30) above the California Minimum Wage.

Based on expected increases in the California Minimum Wage, minimum wage rates for employees in Area 1M sites will be:

<u>Effective Date</u>	<u>Area 1M Wage Rate</u>
5/1/2016	\$10.30
1/1/2017	\$10.80
1/1/2018	\$11.30
1/1/2019	\$12.30
1/1/2020	\$13.30

The parties recognize that the Governor of California has the authority to delay increases in the State Minimum Wage up to 2 times due to economic recession, which would affect the above New Hire wage rates. Wage increases for employees in Area 1M sites earning above the New Hire rates are not mandatory and are at the discretion of the Employer.

### **7.B Health and Welfare**

Coverage for eligible employees pursuant to this Section shall be under Plan E25 provided through the General Employees Trust Fund.

#### **PLAN E25 (EMPLOYEE ONLY)**

Indemnity: 70%/50% coverage, 100% coverage after \$50,000; no annual maximum (as of 2016)

Prescriptions included as part of Indemnity Medical coverage

The cost of the plan E25 as of the effective date of this Agreement is \$388.49 per month.

Employees shall be covered under Employee-Only Health and Welfare coverage (Plan E25) after completing forty eight (48) months of service. There shall be no requirement to work a certain number of consecutive months with a certain number of hours per month.

Continuing eligibility shall be based upon working one hundred thirty (130) straight time hours per month.

Example. An employee who was hired on January 1, 2016 will be covered under the Employee Only plan (E25) effective February 1, 2020 (with the first Employer contribution in January 2020 based on December hours).

Paid vacation hours shall be counted as hours worked for the purpose of eligibility unless they are paid in advance.

For employees in these sites who currently have wages and benefits greater than what is defined above, the Employer reserves the right to transfer employee to an equal or greater benefit site in an effort to retain their current benefit status. Those employees who refuse a transfer within the same county, will be placed on the lay-off list or will adhere to the aforementioned benefits. Notwithstanding, employees current wage rate will not be affected.

In the event there is not an available position to transfer to an equal or greater benefit site, the employee may select the option stated above or be put on the layoff list. The Employer will notify the Union when it is in an uncompetitive situation due to non-union competition bidding on the site, and it is understood that this paragraph applies to this situation.

The Employer shall contribute up to the following monthly amounts effective the dates listed for the GETF Plan listed in this Section. If the premium cost of a Plan is less than the specified Employer contribution at any time, the Employer is only obligated to pay the premium cost. Any amount of the premium cost above the Employer contribution shall be paid by eligible employees through payroll deduction.

Plan Number	5/1/2016	4/1/2017*	4/1/2018*	4/1/2019*
E25 (Employee Only)	\$388.49	+6%	+6%	+6%

\*(based on March hours)

Effective April 1, 2017, April 1, 2018, and April 1, 2019 (based on the respective March hours) the Employer shall increase its contribution for the Plan by six percent (6%) or the percentage increase of the Plan premium in that year, whichever is less.

- 7.C Vacation: Effective May 1, 2008, employees shall be entitled to one (1) week vacation per year, with such vacation time being prorated for part-time employees.
- 7.D Sick Leave: All sick leave provided under this Agreement shall be in compliance with the California Healthy Families, Healthy Workplaces Act of 2014 and as specified in Appendix F-1 to this Agreement.

If a death occurs in the immediate family of an employee, he/she shall receive three (3) days funeral leave which shall be deducted from any earned sick leave. If the employee has no accrued sick leave, time off shall be deducted from any accrued vacation time.

Immediate family shall be described as mother, father, spouse, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, and registered domestic partner.

## **Section 8 – Additional Provisions applying to Areas 1L/1M**

The following additional provisions apply to Former Non-Union Sites in Areas 1L and 1M.

- 8.A If the Union organizes a job location or has pressured the potential account to accept bids by Union firms only, the Master Agreement shall apply. In order for this section to be operative, the Union must have notified the Employer prior to the bidding process that it is through the Union's efforts that the job is being bid by signatory firms only.
- 8.D Wage Rates of Employees Retained from Non-Union Contractors  
If the Employer takes over a non-union site where incumbent employee wage rates may be reduced pursuant to the New Non-Union Building provisions specified above, the Union may request a meeting with the Employer to discuss such wage rates.

## **Section 9 – Area 1N: Former Zone 5, Tier 1 Buildings**

The former Zone 5, Tier 1 includes buildings of 150,000 square feet or less which were bid from non-union contractors prior to May 1, 2008. No new work locations were to be bid under the provisions of Zone 5, Tier 1 after May 1, 2008.

- 9.A Employees in Area 1N sites shall be paid no less than thirty cents (\$0.30) above the California Minimum Wage.

Based on expected increases in the California Minimum Wage, minimum wage rates for New Hires will be:

<u>Effective Date</u>	<u>Area 1N Wage Rate</u>
5/1/2016	\$10.30
1/1/2017	\$10.80
1/1/2018	\$11.30
1/1/2019	\$12.30
1/1/2020	\$13.30

The parties recognize that the Governor of California has the authority to delay increases in the State Minimum Wage up to 2 times due to economic recession, which would affect the above New Hire wage rates. Wage increases for employees in Area 1N sites earning above the New Hire rates are not mandatory and are at the discretion of the Employer.

9.B Health and Welfare

Coverage for eligible employees pursuant to this Section shall be under Plan E25 provided through the General Employees Trust Fund.

**PLAN E25 (EMPLOYEE ONLY)**

Indemnity: 70%/50% coverage, 100% coverage after \$50,000; no annual maximum (as of 2016)

Prescriptions included as part of Indemnity Medical coverage

The cost of the plan E25 as of the effective date of this Agreement is \$388.49 per month.

Employees shall be covered under Employee-Only Health and Welfare coverage (Plan E25) after completing forty eight (48) months of service. There shall be no requirement to work a certain number of consecutive months with a certain number of hours per month.

Continuing eligibility shall be based upon working one hundred thirty (130) straight time hours per month.

Example. An employee who was hired on January 1, 2016 will be covered under the Employee Only plan (E25) effective February 1, 2020 (with the first Employer contribution in January 2020 based on December hours).

Paid vacation hours shall be counted as hours worked for the purpose of eligibility unless they are paid in advance.

For employees in these sites who currently have wages and benefits greater than what is defined above, the Employer reserves the right to transfer employee to an equal or greater benefit site in an effort to retain their current benefit status. Those employees who refuse a transfer within the same county, will be placed on the lay-off list or will adhere to the aforementioned benefits. Notwithstanding, employees current wage rate will not be affected.

In the event there is not an available position to transfer to an equal or greater benefit site, the employee may select the option stated above or be put on the layoff list. The Employer will notify the Union when it is in an uncompetitive situation due to non-union competition bidding on the site, and it is understood that this paragraph applies to this situation.

The Employer shall contribute up to the following monthly amounts effective the dates listed for the GETF Plan listed in this Section. If the premium cost of a Plan is less than the specified Employer contribution at any time, the Employer is only obligated to pay the premium cost. Any amount of the premium cost above the Employer contribution shall be paid by eligible employees through payroll deduction.

<u>Plan Number</u>	<u>5/1/2016</u>	<u>4/1/2017*</u>	<u>4/1/2018*</u>	<u>4/1/2019*</u>
E25 (Employee Only)	\$388.49	+6%	+6%	+6%

\*(based on March hours)

Effective April 1, 2017, April 1, 2018, and April 1, 2019 (based on the respective March hours) the Employer shall increase its contribution for the Plan by six percent (6%) or the percentage increase of the Plan premium in that year, whichever is less.

9.C Sick Leave: All sick leave provided under this Agreement shall be in compliance with the California Healthy Families, Healthy Workplaces Act of 2014 and as specified in Appendix F-1 to this Agreement.

If a death occurs in the immediate family of an employee, he/she shall receive three (3) days funeral leave which shall be deducted from any earned sick leave. If the employee has no accrued sick leave, time off shall be deducted from any accrued vacation time.

Immediate family shall be described as mother, father, spouse, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, and registered domestic partner.

## **PART FOUR – ELIGIBILITY RULES AND OTHER PROVISIONS**

### **Section 10 – Vacations**

The following provisions apply to all Vacation benefits specified in this Appendix A.

- 10.A Any employee receiving vacation privileges better than those mentioned in this Agreement shall not have them reduced.
- 10.B An employee must give the Employer at least thirty (30) days' notice of his desire to take a vacation at a particular time.
- 10.C An employee returning from an authorized vacation shall be placed in his former job.
- 10.D Prorated Vacation. After six (6) months of employment, any employee whose employment terminates as well as any employee who is laid off for lack of work, shall receive pro-rated vacation benefits on the basis of calendar months worked.
- 10.E The employee's choice of a vacation period shall be based strictly on seniority and length of tenure of employment. The Employer shall post or send to each employee a sign-up sheet of vacation preference at a time mutually agreed upon and a cut-off date will be established for said vacation preference. Seniority shall not apply to choice of vacation period for those employees signing up after the cut-off date. The cut-off date shall be no later than March 1 of any calendar year.
- 10.F Part-time employees shall be granted a vacation except that the vacation will be prorated on the basis of the normal hours worked by them as compared with hours of a regular full-time employee.
- 10.G Time off from work for any reason not exceeding thirty (30) calendar days during any one year shall not interrupt the continuity of employment, so as to deprive an employee of his vacation rights. Absences exceeding thirty (30) calendar days shall subject the employee to a prorated vacation based on 1/12 for every thirty (30) calendar day's absence. In case of industrial accident for which the employee is receiving Workers Compensation benefits, absences not exceeding sixty (60) calendar day's during any one year shall not interrupt the continuity of employment.
- 10.H Employees receiving advances on their vacation pay shall not have those hours counted toward eligibility for health insurance if they take an unpaid vacation at a later date unless otherwise agreed to by the employee and the Employer in writing.

Vacation payments shall be made on the employee's anniversary date unless the employee has requested payment at the time of the vacation period. The "Vacation Preference" form will contain information concerning the possible loss of health insurance eligibility (Section 6.E) with this method of payment.

## **Section 11 – Holidays**

The following provisions apply to all Holiday benefits specified in this Appendix A.

- 11.A Employees who work less than full-time shall have Holiday benefits pro-rated based on hours worked.
- 11.B Eligibility: All regular employees who have worked for a period not less than sixty (60) working days shall receive holiday pay at the employee's regular straight time hourly rate, even though no work is performed on the above mentioned holidays; provided, further, that such employees must work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday and unless the employee so works he shall receive no pay for such holiday unless such absence on the regular working day before and after said holidays is due to the express permission of the Employer, or bona fide illness confirmed by a doctor's certificate.
- 11.C If an employee's day off falls on a designated holiday, said employee shall receive an additional day off with pay within two (2) weeks. If a holiday falls during an employee's vacation period, the employee shall receive an additional day's vacation with pay.
- 11.D When an Employer starts servicing a new account within seventy-two (72) hours of a paid holiday and the outgoing Employer does not have an obligation to pay the holiday benefit, then the incoming Employer shall be obligated to provide the holiday pay for those affected employees.
- 11.E Any holiday falling on a Sunday shall be observed on the following Monday.

If a holiday falls on a Saturday, it may be celebrated either on Friday or Saturday as determined by the Employer.

- 11.F If the Employer chooses to work 5 days and pay for 6 days, the sixth day is not overtime.
- 11.G Any employee working on a holiday shall be paid at the rate of time and one-half (1 1/2) in addition to the regular day's pay.

11.H If an employee replaces a regular employee who is absent for reasons other than paid vacation and sick leave, the replacement employee shall be the person to receive the holiday pay if a holiday falls within the time the replacement is working and the replacement is qualified otherwise.

## **Section 12 – Sick Leave**

See Appendix F-1 for Sick Leave benefits and rules for utilization of Sick Leave in all Bay Area sites.

## **Section 13 – Other Benefits and Wages**

The following additional provisions apply to Areas and sites in the Bay Area.

### **13.A Utility Worker**

Defined as an employee whose duties are shampooing of rugs by the utilization of machine operation and/or waxing as defined as a person who wet strips, seals, and finishes floors. Employees designated as a Utility Worker/Waxer shall receive an additional twenty five cents (\$0.25) per hour for all hours worked. Employees who are not designated "Utility Worker" but perform the aforementioned duties shall be paid twenty five cents (\$0.25) per hour above the Janitor's rate of pay for each hour performing these tasks.

This differential shall also apply to Ride On Power Sweeper.

### **13.B Forepersons**

Forepersons working in Santa Clara or San Mateo County shall not be paid less than \$2.40 per day above the individual's Janitor's scale. Forepersons working in Alameda and Contra Costa County shall not be paid less than \$2.00 per day above the individual's Janitor's scale. Forepersons shall be paid the higher rate of foreman/utility worker rate but with no pyramiding. Former working forepersons and/or utility workers shall not continue to receive the utility of foreperson premium after leaving the classification.

### **13.C Minimum Wage**

All employees covered under this Agreement in the Bay Area shall be paid no less than thirty cents (\$0.30) per hour above the Federal Minimum Wage or California State Minimum Wage, whichever is higher.

### **13.D Temporary Employee Eligibility for Health and Welfare**

The hours of Temporary Employees who relieve permanent employees for paid or unpaid time off will not count for the purposes of Health and Welfare eligibility, unless the position which the temporary employee is replacing extends beyond ninety (90) days, or the temporary employee has qualified for Employee Only

coverage by working twelve consecutive months at the hours for eligibility determined by the site.

13.E Minimum Value Coverage Pursuant to Health Care Legislation

See Appendix F-2 to this Agreement for a description of Minimum Value Health and Welfare coverage provided pursuant to Health Care Legislation. It is understood that employee enrollment in this coverage is completely voluntary.

13.F Children's Coverage.

All employees covered under Employee Only plans under this Agreement (Plans E28, E33, E25, E60 in the Bay Area) may elect coverage for their children through the age of 26, for which coverage they must pay the difference between the Employer contribution toward the Employee Only plan and the cost of coverage for children. Enrollment in the Children's Coverage specified in this Section is completely voluntary and no employee shall be obligated to enroll in such Children's Coverage.

13.G Health and Welfare Waiting Periods. The Health and Welfare waiting periods specified above shall apply to all employees, and all existing continuous length of service shall be credited toward the waiting periods. Notwithstanding the preceding sentence, an employee must become eligible for Employee Only coverage and be covered under Employee Only coverage for at least six (6) months prior to being covered under Composite coverage.

Example: an employee is hired in an Area 1A site on July 1, 2016 with part-time hours and does not qualify for Health and Welfare benefits. This employee achieves a full-time schedule on July 1, 2018. This employee is eligible for an Employer contribution toward Employee Only coverage (Plan E28) upon completion of twelve (12) consecutive months of one hundred thirty (130) hours on July 1, 2019. Even though this employee completed twenty four (24) months of service on July 1, 2018, he/she is not eligible for an Employer contribution toward Composite coverage (Plan C28A) until January 1, 2020 (based on December hours) upon completion of six (6) months of Employee Only coverage.

Example: an employee is hired in an Area 1C site on July 1, 2016 with full-time hours. The employee becomes eligible for an Employer contribution to Employee Only coverage (Plan E33) on July 1, 2018 after completing twenty four (24) consecutive months of one hundred thirty (130) hours. On January 1, 2019 the employee transfers to an Area 1A site. However, the employee must complete six months of coverage under Employee Only coverage (Plan E28) prior to the initial Employer contribution to Composite coverage (Plan C28A), even though the employee had completed twenty four (24) months of service at the time of the transfer.

## **PART FIVE – ADDITIONAL ECONOMIC PROVISIONS**

### **Section 14 – Training and Industry Funds**

The following contributions shall apply to all sites in the Bay Area.

14.A **Leadership Training and Education Fund**

The Employer shall contribute the following amounts per straight-time hour worked or paid for into a Taft-Hartley Trust Fund, The Leadership Training and Education Fund, to be established in compliance with law which shall have two (2) Union and two (2) Employer Trustees.

<u>Effective Date</u>	<u>Contribution</u>
May 1, 2016	Two cents (\$0.02) per hour
May 1, 2018	Three cents (\$0.03) per hour
May 1, 2019	Four cents (\$0.04) per hour

14.B **Maintenance Industry Labor-Management Cooperation Trust Fund**

As specified in Appendix D to this Agreement, the Employer shall contribute the following amounts per straight-time worked or paid hour into the Maintenance Industry Labor-Management Cooperation Trust Fund (MCTF) for the purposes specified in the Declaration of Trust of said Trust Fund.

<u>Effective Date</u>	<u>Contribution</u>
May 1, 2016	Three cents (\$0.03) per hour
May 1, 2017	Four cents (\$0.04) per hour
May 1, 2018	Five cents (\$0.05) per hour

### **Section 15 – Window Cleaner Wage Rates**

15.A **Area 1P: Window Cleaners, Santa Clara County (former Zone 1, Area 1)**

Minimum wage rates for Window Cleaners in Area 1(N) shall be as follows:

	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
J Journeyman	\$17.94	\$18.54	\$19.04	\$19.44

Window cleaners shall earn fifty cents (\$0.50) less than contract rates for their first six (6) months.

Any window cleaner required to work on or from scaffolding of any kind shall be paid a premium of one dollar (\$1.00) per hour above his/her regular rate of pay. There shall be two (2) employees required on all jobs where a ladder of eighteen feet (18') or longer is used. It is expressly understood that the employee holding or protecting the base of this ladder does not have to be a window cleaner.

15.B **Area 1Q: Window Cleaners, San Mateo County plus the City of Palo Alto from the north side or Oregon Expressway and the north side of Page Mill Road (former Zone 4, Area 1):**

Minimum wage rates for Window Cleaners in Area 1(O) shall be as follows:

<u>Length of Service</u>	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
0 - 90 days	\$15.42	\$16.02	\$16.52	\$16.92
90 days - 6 months	\$15.62	\$16.22	\$16.72	\$17.12
6 months - 9 months	\$15.82	\$16.42	\$16.92	\$17.32
9 months - 1 year	\$16.02	\$16.62	\$17.12	\$17.52
J Journeyman	\$16.53	\$17.13	\$17.63	\$18.03

After completion of one (1) year of employment, Window Cleaners shall be paid at the Journeyman wage rates shown above.

15.C **Area 1R: Window Cleaners, Alameda and Contra Costa Counties (former Zone 3, Area 9)**

Minimum wage rates for Window Cleaners in Area 1(P) shall be as follows:

<u>Length of Service</u>	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
First 60 days	\$15.42	\$16.02	\$16.52	\$16.92
Next 90 days	\$16.70	\$17.30	\$17.80	\$18.20
Next 120 days	\$17.96	\$18.56	\$19.06	\$19.46
Next 180 days	\$19.25	\$19.85	\$20.35	\$20.75
J Journeyman	\$20.53	\$21.13	\$21.63	\$22.03
Scaffold	\$21.83	\$22.43	\$22.93	\$23.33
Bos'n Chair	\$22.13	\$22.73	\$23.23	\$23.63

After completion of 450 days of employment, Window Cleaners shall be paid at the Journeyman wage rates shown above. The wage rates shown above for Scaffold and Bos'n Chair shall be paid for each hour worked in those classifications.

**Section 16 – Duration**

This Agreement shall be effective May 1, 2016 and shall remain in full force and effect through April 30, 2020 and shall be considered as renewed from year to year thereafter unless either party shall give written notice to the other of its desire to have the same modified or terminated, and such notice must be given at least sixty (60) days prior to May 1, 2020 or May 1 of any year thereafter.

As required by the SEIU National Industry Pension Fund, the parties shall reopen negotiations regarding Pension contributions to be effective May 1, 2019.

**PART SIX – BAY AREA SIDE LETTERS OF UNDERSTANDING**

See Bay Area Side Letters of Understanding listed below for wages, benefits and conditions at the following locations. Wage and benefit levels shown in the Side Letters apply only to the specific worksite(s) for each Side Letter and shall apply to all Employers. The Bay Area Side Letters are published separately.

<u>Side Letter Number</u>	<u>Area Designation</u>	<u>Site Name</u>
SL1	1S	Genentech South San Francisco
SL2	1T	Serramonte Center
SL3	1U	Google
SL4	1V	eBay

The parties may mutually agree to negotiate new Bay Area Side Letters during the term of this Agreement.

**APPENDIX B**  
**AREA 2: SACRAMENTO AREA ECONOMIC PROVISIONS**

**Definition**

Area 2 consists of the following Counties: Sacramento, Yolo and Placer in the State of California.

Appendix B is divided into the following major Parts:

<u>Page #</u>	<u>Part</u>
P. 91	<u>Part One (Section 1)</u> Part One contains economic provisions applying to Master Contract and Small Master Contract sites.
P. 98	<u>Part Two (Section 2)</u> Part Two contains economic provisions applying to Former Non-Union Small Sites.
P. 101	<u>Part Three (Sections 3 through 5)</u> Part Three contains eligibility rules and other provisions applying to all wage and benefit levels specified in Sections 1 and 2.
P. 105	<u>Part Four (Section 6)</u> Part Four contains a list of Sacramento Appendices specifying economic packages applying to particular sites in the Sacramento Area.
P. 106	<u>Part Five (Sections 7 through 10)</u> Part Five contains additional economic provisions which apply to all sites in the Sacramento Area.

## **ECONOMIC AREA DESIGNATIONS – SACRAMENTO AREA**

### **Part One: Master and Small Master Contract Sites**

<u>Section</u>	<u>Area</u>	<u>Definition</u>
1	2A	Master Contract Sites
1	2B	Small Master Contract Sites below 150,000 square feet

### **Part Two: Former Non-Union Sites**

<u>Section</u>	<u>Area</u>	<u>Definition</u>
2	2C	New and Former Non-Union Sites below 150,000 square feet

**(Part Three does not contain any additional Economic Areas)**

### **Part Four: List of Sacramento Appendix Sites**

<u>Section</u>	<u>Area</u>	<u>Definition</u>
6	2J	Appendix J – CalEPA Building, Sacramento
6	2K	Appendix K – 300 Capitol Mall and 770 L St. Sacramento*
6	2L	Appendix L – 11 <sup>th</sup> & “L” Street Building
6	2M	Appendix M – Lincoln Plaza and CalPERS Locations, Sacramento
6	2N	Appendix N – Apple Inc., Elk Grove*
6	2O	Appendix O – Union Halls
6	2P	Appendix P – The Ziggurat, West Sacramento
6	2Q	Appendix Q – CalSTRS, West Sacramento
6	2R	Appendix R – EDD Building, Sacramento
6	2T	Appendix T – AT&T Sites, Sacramento Area

See the appropriate Sections for more exact Area definitions. The former Sacramento Appendices G and H have been renumbered to avoid confusion with the new Appendices added to the regional Northern California Maintenance Contractors Agreement.

## **PART ONE – MASTER CONTRACT SITES**

### **Section 1 – Areas 2A/2B: Master Contract Sites and Small Master Contract Sites**

Master Contract Sites include all sites in the Sacramento Area with the exception of Former Non-Union Small Sites (Area 2C) and sites covered under Sacramento Appendices.

#### **1.A GROUP 1 - MASTER WAGE RATES – AREAS 2A/2B**

Group 1 includes all employees who had three (3) years of service or more and were earning the Master wage rate for their classification as of the Ratification date of this Agreement (June 11, 2016). The new minimum rates for the following classifications are as follows: Janitor, Working Foreperson, Day Porter, Waxer.

	<u>5/1/2016</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
Janitor	\$11.25	\$11.90	\$12.65	\$13.40
Working Foreperson	\$11.90	\$12.55	\$13.30	\$14.05
Day Porter	\$11.30	\$11.95	\$12.70	\$13.45
Waxer	\$12.60	\$13.25	\$14.00	\$14.75

For employees at the Group 1 Master Wage rate, any increases above those rates will be at the discretion of the Employer only.

#### **1.B GROUP 2 WAGE INCREASES – AREAS 2A/2B**

Group 2 Wage Increases apply to employees with three (3) or more years of service earning above the Master Wage for their classification (\$10.75 for Janitor) as of May 1, 2016 (prior to the negotiated Group 1 wage increase of May 1, 2016).

	<u>5/1/2016</u>	<u>1/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>
Wage Increase	\$0.50	\$0.35	\$0.30	\$0.30

On each contract wage increase date, employees with 3 years or more of service earning above the Master Wage Rate will receive the Group 2 wage increase shown above, or go the Group 1 Master Wage rate then in effect, whichever will be a higher wage rate. Employees who go to the Group 1 Wage Rate as stated above will thereafter receive the future Group 1 Master Wage rates.

Example: a Janitor with three (3) or more years of service who earned \$10.90 per hour as of May 1, 2016 would receive the \$0.50 increase effective 5/1/2016 and go to a wage rate of \$11.40; on 1/1/2018 this employee would go to the Master Wage rate of \$11.90 (an increase of \$0.50), and thereafter would be at the Group 1 wage rates.

#### **1.C NEW HIRE WAGE RATES – AREAS 2A/2B**

Effective May 1, 2016, all new employees as well as employees with less than three (3) years of service in Areas 2A/2B, shall be paid no less than twenty five cents (\$0.25) above the California Minimum Wage.

Based on expected increases in the California Minimum Wage, minimum wage rates for New Hires will be:

<u>Effective Date</u>	<u>New Hire Wage Rate</u>
5/1/2016	\$10.25
1/1/2017	\$10.75
1/1/2018	\$11.25
1/1/2019	\$12.25
1/1/2020	\$13.25

Effective every January 1<sup>st</sup> through 1/1/2019, employees who reach 3 years of service during the preceding year will go to the Group 1 Master Wage rate then in effect. Example: a Janitor who reaches 3 years of service on 10/1/2016 will go to the Group 1 Master Wage rate of \$11.25 on 1/1/2017. The parties recognize that the Governor of California has the authority to delay increases in the State Minimum Wage up to 2 times due to economic recession, which would affect the above New Hire wage rates. Wage increases for employees with less than 3 years earning above the New Hire rates are not mandatory and are at the discretion of the Employer.

#### 1.D HEALTH AND WELFARE PLANS – AREA 2A

Area 2A includes all buildings of one hundred fifty thousand (150,000) total square feet or greater; a complex of buildings under same owner, manager or client contract shall be counted as single building for purpose of this provision.

Coverage for eligible employees in Area 2A shall be under the following plans provided through the General Employees Trust Fund. Eligibility for particular plans is based on Date of Hire and Length of Service, as specified in Section 4.E below.

##### (1) **PLAN E33 (EMPLOYEE ONLY MEDICAL)**

Indemnity: 80%/50% coverage, 100% coverage after \$20,000; no annual maximum (as of 2016)

Prescriptions included as part of Indemnity Medical coverage

Life Insurance: \$10,000 benefit

The cost of Plan E33 as of the effective date of this Agreement is \$418.24 per month.

(2) **PLAN C30 (COMPOSITE INDEMNITY WITH DENTAL)**

Indemnity Plan MP115: no annual maximum (as of 2016)

UHC Dental Plan 3

Prescription Solutions Plan H: \$10 generic prescription, \$30 brand-name  
Life Insurance: \$10,000 benefit

The cost of Plan C30 as of the effective date of this Agreement is \$944.92 per month.

Effective May 2019 (based on March 2019 hours), Dental coverage in Plan C30 will be modified to UHC Plan 1.

(3) **PLAN C29 (COMPOSITE WITH KAISER OPTION AND DENTAL)**

Medical

Kaiser \$25 Non-Deductible Plan (with \$100 Emergency Room)

Indemnity Plan MP115: no annual maximum (as of 2016)

UHC Dental Plan 3

Prescription Solutions Plan H: \$10 generic prescription, \$30 brand-name  
Life Insurance: \$10,000 benefit

The cost of Plan C29 as of the effective date of this Agreement is \$1,207.37 per month.

Effective May 2019 (based on March 2019 hours), Dental coverage in Plan C29 will be modified to UHC Plan 1.

1.E **HEALTH AND WELFARE ELIGIBILITY – AREA 2A**

(1) **Eligibility for Current Employees covered under Plan C29**

Current employees in Area 2A who had sixty (60) months of service or more as of the Ratification date of the prior Agreement (July 17, 2012) and had selected coverage under Plan C29 (Composite Plan with Kaiser Option and Dental) may continue that coverage based upon the monthly eligibility requirements specified below.

Employees may transfer from Plan C29 to Plan C30 (Composite Indemnity Plan with Dental), but may not transfer back to Plan C29 in the future.

(2) Eligibility for Current Employees covered under Plan C30

Current employees in Area 2A hired prior to May 1, 2016 who have coverage under Plan C30 (Composite Indemnity Plan with Dental) may elect to transfer to Plan C29 until May 2017, but must pay the full additional premium amount over the Employer contribution toward Plan C30; or they may continue coverage under Plan C30 based upon the monthly eligibility requirements specified below.

Employees may later transfer from Plan C29 to Plan C30 (Composite Indemnity Plan), but may not transfer back to Plan C29 after that.

(3) Eligibility for All Other Employees

Employee-Only coverage. Employees shall be covered under Employee-Only Health and Welfare coverage (Plan E33) after completing twelve (12) consecutive months at one hundred thirty (130) hours per month.

Composite Coverage. Employees shall be covered under Composite Health and Welfare coverage (Plan C30 or C29) after thirty (30) months of service.

The employee will be required to work one one hundred thirty (130) hour per month for the six (6) months prior to the initial month of a Composite contribution. If the employee does not work one hundred thirty (130) hours in one (1) of the last six (6) months then the employee will restart his/her six (6) consecutive month requirement in the following month in order to qualify for a Composite contribution.

Upon first becoming eligible for Composite coverage, an employee may elect coverage under Plan C30 (Composite Indemnity Plan with Dental) or Plan C29 (Composite Plan with Kaiser Option and Dental), however if the employee elects coverage under Plan C29 he/she must pay the full additional premium amount over the Employer contribution toward Plan C30. Employees may later transfer from Plan C29 to Plan C30, but may not transfer back to Plan C29 after that.

Example. An employee who is hired on January 1, 2017 will be covered under the Employee Only plan (Plan E33) effective February 1, 2018 (with the first Employer contribution due in January 2018 based on December hours) if he/she worked one hundred thirty (130) hours per month from January through December 2017. This employee will be eligible for Composite coverage (Plan C30 or Plan C29) under the conditions stated above effective August 1, 2019 (with the first Employer contribution due in

July 2019 based on June hours) if he/she worked one hundred thirty (130) hours per month from January through June 2019).

Continuing eligibility shall be based upon working one hundred thirty (130) hours per month. Paid holidays, paid vacation, and all other paid time shall be counted as hours worked for the purpose of eligibility.

President's Day or Washington's Birthday shall be considered as paid time for the purpose of Health and Welfare eligibility.

**1.F HEALTH AND WELFARE PLANS – AREA 2B**

Area 2B includes all buildings of less than one hundred fifty thousand (150,000) total square feet; a complex of buildings under same owner, manager or client contract shall be counted as single building for purpose of this provision.

Coverage for eligible employees in Area 2B, except as noted in Section 1.G(1) below, shall be under Plan E33 provided through the General Employees Trust Fund.

See Section 1.D(1) for a description of the benefits under Plan E33. The cost of Plan E33 as of the effective date of this Agreement is \$418.24 per month.

**1.G HEALTH AND WELFARE ELIGIBILITY – AREA 2B**

**(1) Eligibility for Current Employees**

Current employees in Area 2B hired prior to May 1, 2016 who have already qualified for Composite Health and Welfare coverage shall be covered under Plan C30 (Composite Indemnity Plan with Dental).

Current employees in Area 2B who had not qualified for Composite coverage as of May 1, 2012 shall qualify only for Employee Only coverage and not for Composite coverage.

**(2) Eligibility for New Employees**

Employees in Area 2B hired on or after May 1, 2012 shall be covered under Plan E33 after completing twenty four (24) months of service. The employee will be required to work one hundred thirty (130) hours per month for the twelve (12) months prior to the initial month of an Employee Only contribution.

Example. An employee who is hired on January 1, 2017 will be covered under the Employee Only plan (Plan E33) effective February 1, 2019 (with the first Employer contribution due in January 2019 based on December

hours) if he/she worked one hundred thirty (130) hours per month from January through December 2018.

Continuing eligibility shall be based upon working one hundred thirty (130) hours per month. Paid holidays, paid vacation, and all other paid time shall be counted as hours worked for the purpose of eligibility.

President's Day or Washington's Birthday shall be considered as paid time for the purpose of Health and Welfare eligibility.

The Employer shall use its best efforts to transfer employees who are affected by this Section, and who so request, to sites covered in Area 2A (150,000 square feet or greater) where they can qualify for Composite Health and Welfare coverage.

When it becomes necessary to transfer employees from Area 2B sites, the employer reserves the right to transfer employees to an equal or greater benefit site in an effort to retain their current benefit status. Those employees who refuse a transfer will be placed on the lay-off list. Notwithstanding, employees current wage rate will not be affected. It is understood that this paragraph applies due to client request for reduction or when the site is in an uncompetitive situation due to non-union bidding on the site.

#### **1.H HEALTH AND WELFARE EMPLOYER CONTRIBUTIONS – AREAS 2A/2B**

The Employer shall contribute up to the following monthly amounts effective the dates listed for the GETF Plans listed in this Section. If the premium cost of a Plan is less than the specified Employer contribution at any time, the Employer is only obligated to pay the premium cost. Any amount of the premium cost above the Employer contribution shall be paid by eligible employees through payroll deduction.

<u>Plan Number</u>	<u>5/1/2016</u>	<u>4/1/2017*</u>	<u>4/1/2018*</u>	<u>4/1/2019*</u>
E33 (Employee Only)	\$418.24	+6%	+4%	+4%
C30 (Comp. w/Dental)	\$944.92	+6%	+4%	+4%+UHC 1
C29 (Comp. w/Kaiser/Dental)**	\$1,037.37	+6%	+4%	+4%+UHC 1
C29 (Comp. w/Kaiser/Dental)***	\$944.92	+6%	+4%	+4%+UHC 1

\*(based on March hours)

\*\*(for employees who had elected C29 coverage prior to May 1, 2016)

\*\*\*(for employees who had not elected C29 coverage prior to May 1, 2016)

Effective April 1, 2017 (based on March hours) the Employer shall increase its contribution for each Plan by six percent (6%) or the percentage increase of the Plan premium, whichever is less. Effective April 1, 2018 (based on March hours)

the Employer shall increase its contribution for each Plan by four percent (4%) or the percentage increase of the Plan premium, whichever is less. Effective April 1, 2019 (based on March hours) the Employer shall increase its contribution for each Plan by four percent (4%) or the percentage increase of the Plan premium, whichever is less, and in addition for Plans C30 and C29 the Employer will contribute the additional amount necessary to change from UHC Plan 3 to UHC Plan 1.

1.I PAID VACATIONS – AREAS 2A/2B

All regular employees who have been in the employ of the Employer for at least one (1) year, shall be entitled to one (1) week of vacation with pay. Such employees shall be entitled to vacation with pay on their anniversary dates of employment. Subsequently, eligibility shall continue to be based on an employee's anniversary date of employment. Employees shall be entitled to one (1) week of vacation annually upon completion of one (1) year of service. Upon completion of four (4) years of service, all regular employees shall be entitled to two (2) weeks of vacation annually. Upon completion of six (6) years of service, all regular employees shall be entitled to three (3) weeks of vacation annually.

See Section 3 (page 101) for Vacation eligibility rules.

1.J PAID HOLIDAYS – AREAS 2A/2B

All employees in Areas 2A/2B shall be entitled to the following paid holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

See Section 4 (page 102) for Holiday eligibility rules.

1.K PAID SICK LEAVE AND PAID/UNPAID FUNERAL LEAVE

All sick leave provided under this Agreement shall be in compliance with the California Healthy Families, Healthy Workplaces Act of 2014 and as specified in Appendix F-1 to this Agreement.

If a death occurs in the immediate family of an employee, he/she shall receive three (3) days funeral leave which shall be deducted from any earned sick leave. If the employee has no accrued sick leave, time off shall be deducted from any accrued vacation time.

Immediate family shall be described as parent, sibling, child, spouse, grandchild or grandparent, and registered domestic partner.

In addition to the use of Sick Leave for funeral leave as stated above, if a death occurs in an employee's immediate family as defined above, the employee shall be entitled to three (3) days funeral leave, without pay, upon management approval.

## **PART TWO – NEW AND FORMER NON-UNION SITES**

### **Section 2 – Area 2C: New/Former Non-Union Small Sites**

The following provisions shall apply to any building serviced by a non-union contractor which is bid by a signatory Employer on or after May 1, 2012. These provisions also apply to buildings under one hundred thousand (100,000) square feet bid by signatory Employers under the Area 2W (New Non-Union Small Sites) provisions of the prior Agreement effective June 1, 2008 through April 30, 2012.

If the Union organizes a job location or has pressured the potential account to accept bids by Union firms only, the Master Agreement shall apply. In order for this section to be operative, the Union must have notified the Employer prior to the bidding process that it is through the Union's efforts that the job is being bid by signatory firms only.

This Section applies only to buildings totaling below one hundred fifty thousand (150,000) square feet; a complex of buildings under same owner, manager or client contract is counted as single building for purpose of this provision.

Employees at buildings covered under this Section 3 shall receive no less than the following wages and benefits:

**2.A Minimum Wage Rates**

Employees in Area 2C sites shall be paid no less than twenty five cents (\$0.25) above the California Minimum Wage.

Based on expected increases in the California Minimum Wage, wage rates for Area 2C sites will be:

<u>Effective Date</u>	<u>New Hire Wage Rate</u>
5/1/2016	\$10.25
1/1/2017	\$10.75
1/1/2018	\$11.25
1/1/2019	\$12.25
1/1/2020	\$13.25

The parties recognize that the Governor of California has the authority to delay increases in the State Minimum Wage up to 2 times due to economic recession, which would affect the above Area 2C wage rates. Wage increases for employees at Area 2C sites more than \$0.25 above the Minimum Wage are not mandatory and are at the discretion of the Employer.

**2.B Health and Welfare**

Employees shall be covered under Employee-Only Health and Welfare coverage (Plan E25) after completing four (4) years of continuous employment. The employee will be required to work one hundred thirty (130) hours per month for the twelve (12) months prior to the initial month of an Employee Only contribution.

The benefits under Plan E25 are as follows:

**PLAN E25 (EMPLOYEE ONLY)**

Indemnity: 70%/50% coverage, 100% coverage after \$50,000; no annual maximum (as of 2016)

Prescriptions included as part of Indemnity Medical coverage

The cost of the above plan E25 as of the effective date of this Agreement is \$388.49 per month.

Continuing eligibility shall be based upon working one hundred thirty (130) hours per month. Paid vacation hours shall be counted as hours worked for the purpose of Health and Welfare eligibility.

Example. An employee who was hired on January 1, 2016 will be covered under the Employee Only plan (E33) effective February 1, 2020 (with the first Employer contribution in January 2020 based on December hours), if he/she worked one hundred thirty (130) hours per month from January 2019 through December 2019.

When it becomes necessary to transfer employees from former non-union small sites, the employer reserves the right to transfer employees to an equal or greater benefit site in an effort to retain their current benefit status. Those employees who refuse a transfer will be placed on the lay-off list. Notwithstanding, employees current wage rate will not be affected. It is understood that this paragraph applies due to client request for reduction or when the site is in an uncompetitive situation due to non-union bidding on the site.

The Employer shall contribute up to the following monthly amounts effective the dates listed for the GETF Plan listed in this Section. If the premium cost of a Plan is less than the specified Employer contribution at any time, the Employer is only obligated to pay the premium cost. Any amount of the premium cost above the Employer contribution shall be paid by eligible employees through payroll deduction.

Plan Number	<u>5/1/2016</u>	<u>4/1/2017*</u>	<u>4/1/2018*</u>	<u>4/1/2019*</u>
E25 (Employee Only)	\$388.49	+6%	+4%	+4%

\*(based on March hours)

Effective April 1, 2017 (based on March hours) the Employer shall increase its contribution for Plan E25 by six percent (6%) or the percentage increase of the Plan premium, whichever is less. Effective April 1, 2018 and April 1, 2019 (based on March hours) the Employer shall increase its contribution for Plan E25 by four percent (4%) or the percentage increase of the Plan premium for that year, whichever is less.

2.C Vacations

Employees at sites covered under this Section shall accrue vacation at a rate of 1 week per year with such vacation time being prorated for part time employees.

See Section 3 (page 101) for Vacation eligibility rules.

2.D PAID SICK LEAVE AND PAID/UNPAID FUNERAL LEAVE

All sick leave provided under this Agreement shall be in compliance with the California Healthy Families, Healthy Workplaces Act of 2014 and as specified in Appendix F-1 to this Agreement.

If a death occurs in the immediate family of an employee, he/she shall receive three (3) days funeral leave which shall be deducted from any earned sick leave. If the employee has no accrued sick leave, time off shall be deducted from any accrued vacation time.

Immediate family shall be described as parent, sibling, child, spouse, grandchild or grandparent, and registered domestic partner.

In addition to the use of Sick Leave for funeral leave as stated above, if a death occurs in an employee's immediate family as defined above, the employee shall be entitled to three (3) days funeral leave, without pay, upon management approval.

2.E Wage Rates of Employees Retained from Non-Union Contractors

Upon the Employer taking over a non-union site where incumbent employee wage rates may be reduced by this provision, the Union may request a meeting with the Employer to discuss such wage rates.

### **PART THREE – ELIGIBILITY RULES AND OTHER PROVISIONS**

The eligibility rules and other provisions in Sections 3 through 5 apply to all sites in the Sacramento Area. See Sections 1 (page 91) and 2 (page 98) for eligibility rules applying to certain types of sites.

#### **Section 3 – Vacations**

The following provisions apply to all Vacation benefits specified in this Appendix B.

- 3.A Any employee receiving vacation privileges better than those mentioned in this Agreement shall not have them reduced.
- 3.B An employee must give the Employer at least thirty (30) days' notice of his/her desire to take a vacation at a particular time.
- 3.C An employee returning from an authorized vacation shall be placed in his/her former job.
- 3.D Prorated Vacation. After six (6) months of employment, any employee whose employment terminates as well as any employee who is laid off for lack of work, shall receive pro-rated vacation benefits on the basis of calendar months worked.
- 3.E October 1, 1992 shall be considered the earliest start date for vacation accrual for all employees, except for employees at certain Sacramento Appendix sites.
- 3.F When two or more employees are seeking vacation time off not already reserved on the same dates and the Employer is unable to accommodate all vacation requests, the most senior employee (provided the Employer determines that it is able to grant his/her vacation request) shall be granted the vacation time off.
- 3.G Vacation time off may be accumulated by carrying over one (1) year maximum, however this provision shall not cause any employee to lose vacation accumulated as of the effective date of this Agreement. Previously paid vacation time will count toward hours worked.
- 3.H Upon thirty (30) days' notice, an employee may receive his/her accrued vacation pay on the payday immediately preceding his/her anniversary date of employment; or the employee may notify the Employer to pay his/her vacation pay on the payday immediately preceding the date on which he/she starts his/her vacation time off. For each week of such vacation, regular employees shall be paid an amount equal to average earnings for weeks worked. All paid hours shall be counted as hours worked for the purpose of vacation calculation.

- 3.I Employees shall be allowed to use earned vacation in a minimum of three day increments.
- 3.J Vacation payments shall be made by separate check.

#### **Section 4 – Holidays**

The following provisions apply to all Holiday benefits specified in this Appendix B.

- 4.A Employees who work less than full-time shall have Holiday benefits pro-rated based on hours worked.
- 4.B Eligibility: All regular employees who have worked for a period not less than sixty (60) working days shall receive holiday pay at the employee's regular straight time hourly rate, even though no work is performed on the above mentioned holidays; provided, further, that such employees must work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday and unless the employee so works he shall receive no pay for such holiday unless such absence on the regular working day before and after said holidays is due to the express permission of the Employer, or bona fide illness confirmed by a doctor's certificate.
- 4.C If an employee's day off falls on a designated holiday, said employee shall receive an additional day off with pay within two (2) weeks. If a holiday falls during an employee's vacation period, the employee shall receive an additional day's vacation with pay.
- 4.D When an Employer starts servicing a new account within seventy-two (72) hours of a paid holiday and the outgoing Employer does not have an obligation to pay the holiday benefit, then the incoming Employer shall be obligated to provide the holiday pay for those affected employees.
- 4.E Any employee receiving a greater number of holidays than those named in this Appendix B, excluding those working under site-specific agreements, shall retain such greater number of holidays.
- 4.F Any employee working on a holiday shall be paid at straight time (1x) in addition to the regular holiday pay.
- 4.G Any holiday falling on either a Sunday or Monday may be celebrated either on Sunday or Monday, at the option of the Employer. A holiday falling on a Friday or Saturday may be celebrated on Friday or Sunday.

4.H If a building closes during an unpaid holiday and only a partial crew works, seniority shall be waived and available work will be spread throughout the crew based on skills, ability and availability.

## **Section 5 – Other Benefits and Wages**

5.A **Minimum Wage**

All employees covered under this Agreement in the Sacramento Area shall be paid no less than twenty five cents (\$0.25) per hour above the Federal Minimum Wage or California State Minimum Wage, whichever is higher.

5.B **Temporary Employee Eligibility for Health and Welfare**

Temporary Employees' hours who relieve permanent employees for paid or unpaid time off will not count for the purposes of Health & Welfare eligibility, unless the position which the temporary employee is replacing extends beyond ninety (90) days, or the temporary employee has qualified for Employee Only coverage by working twelve consecutive months at the hours for eligibility determined by the site.

5.C **Minimum Value Coverage Pursuant to Health Care Legislation**

See Appendix F-2 to this Agreement for a description of Minimum Value Health and Welfare coverage provided pursuant to Health Care Legislation. It is understood that employee enrollment in this coverage is completely voluntary.

5.D **Children's Coverage.**

All employees covered under Employee Only plans under this Agreement (Plans E25, E33, E60 in the Sacramento Area) may elect coverage for their children through the age of 26, for which coverage they must pay the difference between the Employer contribution toward the Employee Only plan and the cost of coverage for children. Enrollment in the Children's Coverage specified in this Section is completely voluntary and no employee shall be obligated to enroll in such Children's Coverage.

5.E **Health and Welfare Waiting Periods.** The Health and Welfare waiting periods specified above shall apply to all employees, and all existing continuous length of service shall be credited toward the waiting periods. Notwithstanding the preceding sentence, an employee must become eligible for Employee Only coverage and be covered under Employee Only coverage for at least six (6) months prior to being covered under Composite coverage.

Example: an employee is hired in an Area 2A site on July 1, 2016 with part-time hours and does not qualify for Health and Welfare benefits. This employee achieves a full-time schedule on July 1, 2018. This employee is eligible for an Employer contribution toward Employee Only coverage (Plan E33) upon

completion of twelve (12) consecutive months of one hundred thirty (130) hours on July 1, 2019. Even though this employee completed thirty (30) months of service on January 1, 2019, he/she is not eligible for an Employer contribution toward Composite coverage (Plan C30 or C29) until January 1, 2020 (based on December hours) upon completion of six (6) months of Employee Only coverage.

Example: an employee is hired in an Area 2B site on July 1, 2016 with full-time hours. The employee becomes eligible for an Employer contribution to Employee Only coverage (Plan E33) on July 1, 2018 after completing twenty four (24) consecutive months of one hundred thirty (130) hours. On March 1, 2019 the employee transfers to an Area 2A site. However, the employee must complete six months of coverage under Employee Only coverage (Plan E33) prior to the initial Employer contribution to Composite coverage (Plan C30 or C29), even though the employee had completed thirty (30) months of service at the time of the transfer.

## **PART FOUR – SACRAMENTO APPENDIX SITES**

### **Section 6 – List of Sacramento Appendix Sites**

See Sacramento Appendices listed below for wages and benefits at the following locations. Wage and benefit levels shown in the Appendices apply only to the specific worksite(s) for each Appendix and shall apply to all Employers. The Sacramento Appendices are published separately.

<u>Area</u>	<u>Appendix</u>	<u>Site Name or Address</u>
2J	Appendix J	CalEPA Building, Sacramento
2K	Appendix K	300 Capitol Mall and 770 L St., Sacramento
2L	Appendix L	11th & L Street Building, Sacramento
2M	Appendix M	Lincoln Plaza and CalPERS Locations, Sacramento
2N	Appendix N	Apple Inc., Elk Grove
2O	Appendix O	Union Halls
2P	Appendix P	The Ziggurat, West Sacramento
2Q	Appendix Q	CalSTRS, West Sacramento
2R	Appendix R	EDD Building, Sacramento
2T	Appendix T	AT&T Locations, Sacramento Area

The parties may mutually agree to negotiate new Sacramento Appendices during the term of this Agreement.

## **PART FIVE – GENERAL PROVISIONS**

### **Section 7 – Training and Industry Funds**

The following contributions shall apply to all sites in the Sacramento Area:

#### **7.A Leadership Training and Education Fund**

The Employer shall contribute the following amounts per straight-time hour worked or paid for into a Taft-Hartley Trust Fund, The Leadership Training and Education Fund, to be established in compliance with law which shall have two (2) Union and two (2) Employer Trustees.

<u>Effective Date</u>	<u>Contribution</u>
May 1, 2016	One cent (\$0.01) per hour

#### **7.B Maintenance Industry Labor-Management Cooperation Trust Fund**

As specified in Appendix D to this Agreement, the Employer shall contribute the following amounts per straight-time worked or paid hour into the Maintenance Industry Labor-Management Cooperation Trust Fund (MCTF) for the purposes specified in the Declaration of Trust of said Trust Fund.

<u>Effective Date</u>	<u>Contribution</u>
May 1, 2016	One cent (\$0.01) per hour
July 1, 2016	Three cents (\$0.03) per hour
May 1, 2017	Five cents (\$0.05) per hour

### **Section 8 – Uniforms**

For employees required to wear safety shoes, the Employer shall provide such shoes or reimburse employees for the full cost of their purchase, up to a maximum cost of \$50 (fifty dollars) per pair.

### **Section 9 – Maintenance of Greater Benefits**

Any employee receiving a benefit level greater than those indicated above, except for employees working under site-specific agreements, shall continue to receive such greater benefit level.

### **Section 10 – Duration**

This Agreement shall be effective May 1, 2016 and shall remain in full force and effect through April 30, 2020 and shall be considered as renewed from year to year thereafter unless either party shall give written notice to the other of its desire to have the same modified or terminated, and such notice must be given at least sixty (60) days prior to May 1, 2020 or May 1 of any year thereafter.

**APPENDIX C**  
**NATIONAL INDUSTRY PENSION FUND APPENDIX FOR COLLECTIVE  
BARGAINING AGREEMENTS BETWEEN EMPLOYERS AND SEIU LOCALS**

**Section 1. COVERAGE**

The ("Employer"), agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified in Section 3 below.

**Section 2. TERM**

The Employer agrees to become and remain a participating employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof.

**Section 3. CONTRIBUTIONS**

- (a)(1) The Employer agrees to contribute to the Fund the amounts referred to below per paid hour for all eligible employees.
- (a)(2) See Appendix A and the Bay Area Side Letters for pension contributions for employees in the Bay Area, if any. The effective date of pension contributions in the Bay Area shall be May 1, 2016 except where stated otherwise.
- (a)(3) See the Sacramento Appendices for pension contributions for employees in the Sacramento Area, if any. The effective date of pension contributions in the Sacramento Area shall be May 1, 2016 except where stated otherwise.
- (b) Contributions required by this provision shall be paid to the Fund on or before the fifteenth day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine
- (c) Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.
- (d) Eligible employees shall be those who (1) work nineteen (19) or more hours per week and have been employed by the Employer for ninety (90) days or (2) casual or temporary employees that have worked 1000 hours within a twelve month period. Until contributions are required to be made on behalf of an employee pursuant to the terms of this provision, the employee shall not be deemed to be a covered employee working in covered employment within the meaning of the SEIU National Industry Pension Fund. Any employee who has completed the applicable probationary period stated above as of the effective date of the Collective

Bargaining Agreement shall have contributions made on their behalf to the Fund beginning on the effective date of the Agreement without the necessity of meeting any additional eligibility requirement. For those employees who have not completed the applicable probationary period as of the effective date, the Employer shall begin to make contributions beginning with the month following the month during which the employee becomes an eligible employee.

#### **Section 4. TRUST AGREEMENT**

The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board

#### **Section 5. COOPERATION**

The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retirement Income Security Act.

#### **Section 6. APPROVAL BY TRUSTEES**

The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

#### **Section 7. MISCELLANEOUS**

In the event of any inconsistency between this appendix and the Collective Bargaining Agreement, the terms of this Appendix shall prevail.

#### **Section 8. REHABILITATION PLAN**

The parties acknowledge that the SEIU National Industry Pension Fund has been certified to be critical status and has adopted a rehabilitation plan containing two (2) schedules of benefit reductions and supplemental employer contributions for which no benefit credit

is given, under the authority of Section 305(b) of ERISA. The bargaining parties adopt the Preferred Schedule of the rehabilitation plan for the Fund. Pursuant to that Preferred Schedule, effective May 1, 2012, the Employer agrees to make base contributions to the Fund for which benefit credit shall be given as stated above, and in addition, supplemental contributions as required by the Preferred Schedule percentages based upon said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

**FOR THE EMPLOYERS:**

By: John O'Beard  
Date: 4/22/2017

**FOR THE UNION:**

**Service Employees International  
Union, United Service Workers West**

By: Mark P. Shanahan  
Date: 4/17/2017

**APPENDIX D**  
**MAINTENANCE INDUSTRY LABOR-MANAGEMENT COOPERATION TRUST  
FUND**

1. Effective May 1, 2016, each Employer signatory to this Agreement shall contribute the amounts specified in Appendix A (Section 14.B) and Appendix B (Section 7.B) for each straight-time hour paid for or worked into the Maintenance Industry Labor-Management Cooperation Trust Fund ("Trust") which was established in January 1999. Said contributions shall be subject to, and used solely for the purposes set forth in the Declaration of Trust establishing the Maintenance Industry Labor Management Cooperation Trust Fund dated January 1, 1999 ("Declaration of Trust") and any amendments thereto.
2. Said Trust and the Employers' obligations to make contributions to said Trust as provided in paragraph 1 of this Appendix D shall continue through, but not beyond the earlier of the following dates: (1) the expiration date of the Collective Bargaining Agreement to which this Appendix D is attached, including any pre-impasse extensions thereof; or (2) the date on which such Trust is terminated pursuant to Article VIII, Section 8.1 of the Declaration of Trust.
3. The Employers' contributions to the Trust shall be used solely for the purposes set forth in Article I, Section 1.2 of said Declaration of Trust.

**FOR THE EMPLOYERS:**

By: Tom O'Brien

Date: 4/22/2017

**FOR THE UNION:**

**Service Employees International  
Union, United Service Workers West**

By: Mark P. Shanahan

Date: 4/17/2017

**APPENDIX E**  
**MINORITY BUSINESS ENTERPRISE SUBCONTRACTORS**

In addition to the other provisions of this Agreement, the Union and the Employer hereby agree to permit subcontracting by the Employer in the geographic areas covered by the Northern California Maintenance Contractors Agreement ("Master Agreement") under the following conditions:

- (1) The Employer's client for the work to be subcontracted requires that the work be performed by a Minority Business Enterprise (MBE), the Employer does not satisfy the MBE requirement, and the following conditions will be permitted only while the MBE requirement is in effect;
- (2) For sites or 100,000 square feet or more, the Subcontractor must be signatory to the Master Agreement and perform all work under the terms and conditions of the Master Agreement. For sites of less than 100,000 square feet, if the Subcontractor is not already a signatory Employer, the Subcontractor shall be required to sign and adhere to the Master Agreement only for the sites to be subcontracted pursuant to this Side Letter and shall provide least the following total economic package: minimum wage rate thirty cents (\$0.30) above minimum wage, and twenty five cents (\$0.25) wage increase each year upon the employee's anniversary date.

The Employers further agree that there will be no claim filed under ARTICLE XXV – MOST FAVORED NATIONS due to this provision.

**FOR THE EMPLOYERS:**

By: James Bemel  
Date: 4/22/2017

**FOR THE UNION:**

**Service Employees International  
Union, United Service Workers West**

By: Mark P. Shew  
Date: 4/17/2017

**APPENDIX F**  
**BENEFIT MODIFICATIONS PURSUANT TO LEGISLATION**

**APPENDIX F-1**  
**SICK LEAVE**

**CALIFORNIA HEALTHY WORKPLACES, HEALTHY FAMILIES ACT OF 2014**

Effective July 1, 2015, the following shall modify and supplement all provisions of the Northern California Maintenance Contractors Agreement ("the Master Agreement") to bring the Master Agreement into compliance with the California Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA"). This Appendix F is intended to bring the Master Agreement into HWHFA compliance, but to leave all provisions of the Master Agreement unchanged to the extent that a change is not necessary to comply with the HWHFA.

1. Bay Area Master Contract Sites of 150,000 square feet or greater (Areas 1A and 1B, and Areas 1C and 1D for employees hired prior to May 1, 2012) and New/Former Non-Union Sites of 200,000 square feet or greater (Area 1L). Employees in these sites shall accrue Sick Leave based upon the following.

(a) First (1st) year of employment. Effective July 1, 2015, an employee who works for thirty (30) or more days within a year from the commencement of his or her employment is entitled to paid sick days in accordance with California law. An employee shall accrue paid sick leave at the rate of one (1) hour per every thirty (30) hours worked.

An employee's total accrual of paid sick leave in the first (1st) year of employment shall not exceed forty eight (48) hours or six (6) days, whichever is greater, and may be carried over to the following year of employment.

An employee's use of paid sick leave shall be limited to twenty (24) hours or three (3) days, whichever is greater, in the first (1st) year of employment.

(b) Second (2nd) year of employment. An employee shall be entitled to two (2) days of Sick Leave at the beginning of the second (2nd) year of employment and shall be entitled to use such two (2) days of Sick Leave immediately, or may carry over all or part of such two (2) days of Sick Leave to the following year of employment.

In addition, effective July 1, 2015, an employee shall accrue paid sick leave at the rate of one (1) hour per every thirty (30) hours worked, in addition to any sick leave carried over from the first (1st) year of employment as

stated above in Section 1(a). An employee's total accrual of paid sick leave in the second (2nd) year of employment (including both the accrual based on hours worked and the two (2) days of sick leave entitlement at the beginning of the year) shall not exceed forty eight (48) hours or six (6) days, whichever is greater, and may be carried over to the following year of employment.

An employee's use of paid sick leave shall be limited to twenty (24) hours or three (3) days, whichever is greater, in the second (2nd) year of employment.

- (c) Third (3rd) year of employment. An employee shall be entitled to three (3) days of Sick Leave at the beginning of the third (3rd) year of employment, and shall be entitled to use such three (3) days of Sick Leave immediately, or may carry over all or part of such three (3) days of Sick Leave to the following year of employment.

In addition, effective July 1, 2015, an employee shall accrue paid sick leave at the rate of one (1) hour per every thirty (30) hours worked, in addition to any sick leave carried over from the second (2nd) year of employment. An employee's total accrual of paid sick leave in the third (3rd) year of employment (including both the accrual based on hours worked and the three (3) days of sick leave entitlement at the beginning of the year) shall not exceed forty eight (48) hours or six (6) days, whichever is greater, and may be carried over to the following year of employment.

An employee's use of paid sick leave in the third (3rd) year of employment shall be limited to forty (40) hours or five (5) days, whichever is greater.

- (d) Fourth (4th) and succeeding years of employment. An employee shall be entitled to three (3) days of Sick Leave at the beginning of the fourth (4th) or succeeding year of employment, and shall be entitled to use such three (3) days of Sick Leave immediately, or may carry over all or part of such three (3) days of Sick Leave to the following year of employment.

In addition, effective July 1, 2015, an employee shall accrue paid sick leave at the rate of one (1) hour per every thirty (30) hours worked, in addition to any sick leave carried over from the previous year of employment. An employee's total accrual of paid sick leave in the fourth (4th) or succeeding year of employment (including both the accrual based on hours worked and the three (3) days of sick leave entitlement at the beginning of the year) shall not exceed forty eight (48) hours or six (6) days, whichever is greater, and may be carried over to the following year of employment.

An employee's use of paid sick leave in the fourth (4th) or succeeding year of employment shall be limited the greater of the following:

- a. three (3) days or twenty four (24) hours, whichever is greater; or
- b. sick leave accrued in accordance with the contractual provisions, as follows:
  - i. any sick leave accrued and unused as of July 1, 2015 (to a maximum of 30 days);
  - ii. five (5) days after three (3) years of employment, less any sick leave previously used;
  - iii. eight (8) days after four (4) years of employment, less any sick leave previously used;
  - iv. eleven (11) days after five (5) years of employment, less any sick leave previously used;
  - v. after each succeeding year after five (5) years of employment, an employee is entitled an additional three (3) days of sick leave (as provided either under the contractual provision or under the HWHFA accrual, but not both), less any sick leave previously used, to a maximum of thirty (30) days, and may use all such accrued sick leave.

If an employee's accrued sick leave at any time falls below forty eight (48) hours, the employee shall resume accruing sick leave at the rate of one (1) hour per every thirty (30) hours to a maximum of forty eight (48) hours, or until the contractual accrual specified above exceeds the accrual required under HWHFA.

- (e) At sites covered under Bay Area Side Letters which do not specify different Sick Leave benefits, employees shall accrue Sick Leave in accordance with subsections (a), (b), (c) and (d) above. Bay Area Side Letter sites with Sick Leave benefits in excess of those provided as stated above shall continue to provide such Sick Leave benefits to the extent that they are greater than those specified above in this Section 1. The same provision shall apply to employees with greater Sick Leave benefits pursuant to the prior Bay Area "Zone" provisions (Areas 1G, 1H, 1J).
2. Bay Area Sites without Sick Leave benefits prior to July 1, 2015 (Areas 1E, 1F, 1M, 1N, and Areas 1C and 1D for employees hired on or after May 1, 2012). Effective July 1, 2015, an employee who works for thirty (30) or more days within a year from the commencement of his or her employment is entitled to paid sick days in

accordance with California law. An employee shall accrue paid sick leave at the rate of one (1) hour per every thirty (30) hours worked.

An employee's total accrual of paid sick leave shall not exceed forty eight (48) hours or six (6) days, whichever is greater, and may be carried over to the following year of employment, however, an employee's use of paid sick days shall be limited to twenty (24) hours or three (3) days, whichever is greater, in each year of employment.

An eligible employee may begin using the accrued sick leave beginning on the ninetieth (90th) day of employment.

3. City of Oakland. The provisions in Sections 1, 2, 3 and 6 set forth herein apply to employees working in the City of Oakland, provided that where Chapter 5.92 (City Minimum Wage, Sick Leave, and Other Employment Standards) of the Oakland Municipal Code contains a more generous provision regarding sick leave, the more generous provision shall apply, and provided further that Subsections (A), and (C) through (I) of Section 5.92.050 (Enforcement) of the Oakland Municipal Code are expressly waived in accordance with Section 5.92.050(B) (Waiver) unless the waiver of a specific right in Section 5.92.050 is prohibited by law. The total accrual of paid sick days shall not exceed seventy two (72) hours, or thirty (30) days for sick leave accrued in accordance with the contractual provisions for the Areas referred to above, whichever is greater.
4. City of Emeryville. The provisions in Sections 1, 2, 4 and 6 set forth herein apply to employees working in the City of Emeryville, provided that where Chapter 37 (Minimum Wage, Paid Sick Leave, and Other Employment Standards) of Title 5 of the Emeryville Municipal Code contains a more generous provision regarding sick leave, the more generous provision shall apply, and provided further that Section 5-37.06 (Implementation) and Subsections (a) through (c), (f), and (g) of Section 5-37.07 (Enforcement) of the Emeryville Municipal Code are expressly waived in accordance with Section 5 37.07(e) (Waiver) unless the waiver of a specific right in Section 5 37.06 or Section 5-37.07 is prohibited by law. The total accrual of paid sick days shall not exceed seventy two (72) hours, or thirty (30) days for sick leave accrued in accordance with the contractual provisions for the Areas referred to above, whichever is greater.
5. Sacramento Area Sites (Areas 2A, 2B, 2C). Effective July 1, 2015, an employee who works for thirty (30) or more days within a year from the commencement of his or her employment is entitled to paid sick days in accordance with California law. An employee shall accrue paid sick leave at the rate of one (1) hour per every thirty (30) hours worked.

An employee's total accrual of paid sick leave shall not exceed forty eight (48) hours or six (6) days, whichever is greater, and may be carried over to the following year of employment, however, an employee's use of paid sick days shall be limited to twenty (24) hours or three (3) days, whichever is greater, in each year of employment.

An eligible employee may begin using the accrued sick leave beginning on the ninetieth (90th) day of employment.

Sacramento Appendix sites with Sick Leave benefits prior to July 1, 2015 shall continue to provide such Sick Leave benefits to the extent that they are greater than those specified above in this Section 5.

6. Provisions required by HWHFA. Except where stated below, the following provisions shall apply to all Sick Leave benefits provided under the Master Agreement and under HWHFA.
  - (a) Reasons for Sick Leave utilization. Upon the oral or written request of an employee, the Employer shall provide accrued paid sick days:
    - a. for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or his or her family member (defined as any of the following: (1) a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; (2) biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or his or her spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) spouse; (4) registered domestic partner; (5) grandparent; (6) grandchild; and (7) sibling); or
    - b. for an employee who is a victim of domestic violence, sexual assault, or stalking, (1) to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child, (2) to seek medical attention for injuries caused by domestic violence, sexual assault, or stalking, (3) to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking, (4) to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking, or (5) to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

- (b) Notification to Employer. For Sick Leave utilization of up to twenty four (24) hours or three (3) days per year, whichever is greater, the following shall apply: if the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Employees shall not be required to provide doctors' notes to verify illness or injury.
- (c) No Cash Out of Unused Accrued Paid Sick Leave on Severance of Employment. An employee shall not be paid for accrued, unused paid sick days upon termination, resignation, retirement, or other separation from employment, but if said employee is rehired by the employer within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated and the employee shall be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring.
- (d) Payment for Sick Leave. Payment for accrued sick leave taken by an employee shall be made by the Employer no later than the payday for the next regular payroll period after the sick leave was taken. Sick Leave shall be paid at the employee's hourly wage rate.
- (e) No Retaliation or Adverse Action against Employee. The Employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days, attempting to exercise the right to use accrued sick days, filing a complaint or alleging a violation of this Article of the Master Agreement or of the law, cooperating in an investigation or prosecution of an alleged violation of this Article of the Agreement or of the law, or opposing any policy or practice or act that is prohibited by this Article of the Agreement or of the law.
- (f) Employer Notification of Sick Leave Accruals. The Employer shall provide an employee with written notice that sets forth the amount of paid sick leave available for use on either the employee's itemized wage statement or in a separate writing provided on the designated pay date with the employee's payment of wages.
- (g) First Day Paid. For Sick Leave utilization of up to twenty four (24) hours or three (3) days per year, whichever is greater, the following shall apply: all Sick Leave time shall be paid.
- (h) Minimum Utilization. For Sick Leave utilization of up to twenty four (24) hours or three (3) days per year, whichever is greater, the following shall

apply: an employee may determine how much accrued paid sick leave he/she needs to use, but a minimum increment of two (2) hours of paid sick leave must be used, and he/she may not use any paid sick leave in advance of it being accrued.

7. Provisions specific to the Master Agreement.

- (a) Maximum Accrual. Unless otherwise stated in a Site-Specific Agreement, in Areas and sites which had Sick Leave benefits prior to July 1, 2015, unused Sick Leave accrued under such contractual provisions shall not accumulate beyond a maximum of thirty (30) days.
- (b) Employer Notification and Utilization. For Sick Leave utilization in excess of twenty four (24) hours or three (3) days per year, whichever is greater, the following shall apply. A doctor's certificate or other reasonable proof of illness may be required by the Employer. Such sick leave with pay shall be applicable in cases of bona fide illness of employee or immediate family, defined as spouse and children living at home.
- (c) Payment for Sick Leave. For Sick Leave utilization in excess of twenty four (24) hours or three (3) days per year, whichever is greater, the following shall apply. If an employee is hospitalized, he/she receives pay for his/her first day's absence and for every day thereafter until such leave benefits are exhausted. Employees who have accumulated fifteen (15) or more days of sick leave shall also be paid for the first day of absence due to illness. If an employee has less than fifteen (15) days accumulated sick days or if the employee is not hospitalized, the first workday's absence is not paid for. Succeeding workday's absences, full pay until sick benefit allowance is used up.

For the purposes of this subsection 7(c), full pay shall mean pay for the regular daily schedule for working hours, for those days which the employee would have worked had the disability not occurred, calculated at straight time. The waiting period provided herein provided before full pay commences shall apply for each illness or accident in case the sick benefit allowance has not been used up in the previous illnesses during the same year.

- (d) Minimum Utilization. For Sick Leave utilization in excess of twenty four (24) hours or three (3) days per year, whichever is greater, the following shall apply: employees must utilize accrued Sick Leave in accordance with existing practice.

(e) Contractor Transitions. In a transition from one signatory Employer to a successor signatory Employer in a covered work location in accordance with the provisions of Article XXVIII (Bay Area) and Article XXIX (Sacramento Area), the successor Employer shall assume responsibility for Sick Leave benefits accrued by the incumbent employees. This applies to Sick Leave accrued under the contractual provisions as well as Sick Leave accordance with HWHFA.

(f) Utilization of Sick Leave to cover Statutory Absences. In industrial injury cases, Workers' Compensation and sick leave benefit allowance shall be paid separately, but in the event Workers' Compensation payments cover all or part of the period during which sick leave benefit allowances are paid, the sum of the two shall not exceed the sick leave benefit payable for said period. The same rule shall apply to Unemployment Disability payments.

(g) Funeral Leave. If a death occurs in the immediate family of an employee, he/she shall receive three (3) days of funeral leave which shall be deducted from any earned sick leave to the extent permitted by the HWHFA. If the employee has no accrued sick leave, time off shall be deducted from any accrued vacation time. Employees hired in the Bay Area prior to June 1, 2000 under the former Bay Area "Zone" provisions which contain separate Funeral Leave benefits shall retain such benefits.

8. This Appendix F-1 establishes minimum requirements pertaining to paid sick days and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, statute or ordinance that provides for greater accrual or use by employees of paid sick days, whether paid or unpaid, or that extends other protections to an employee. In the event of a question regarding how the provisions of this Appendix F-1 or HWHFA affect a particular work location or employee under the Master Agreement, the parties agree to discuss and resolve the question as quickly as possible.

**FOR THE EMPLOYERS:**

By: Donald Beaud  
Date: 4/22/2017

**FOR THE UNION:**

**Service Employees International  
Union, United Service Workers West**

By: Mark P. Stewart  
Date: 4/17/2017

**APPENDIX F-2**  
**MINIMUM VALUE COVERAGE PURSUANT TO HEALTH CARE LEGISLATION**

Any employee of the Employer who is covered by this Agreement and is determined to have full-time status for purposes of Internal Revenue Code Section 4980H liability, but is not eligible for Health and Welfare Plans under the eligibility rules referenced in Section 13.3 of this Agreement, will be offered Minimum Value Coverage as described in this Section 13.8. Minimum Value Coverage is minimum essential coverage offered to the employee (and the employee's dependents, effective January 1, 2016 or when required by law) that constitutes minimum value coverage as those terms are defined for purposes of Internal Revenue Code Section 4980H and will be the coverage option under the General Employees Trust Fund with the lowest total premium cost for employee only coverage, Plan E60, with benefits as stated below. The cost of GETF Plan E60 is \$330.39 per month as of the effective date of this Agreement.

**GETF Plan E60 (Employee Only)**

Indemnity: \$1,000 Annual Deductible

50% coverage in-network, 30% coverage out of network (medical/Rx)

Annual out-of-pocket maximum (in-network) \$6,350

All preventive in-network covered at 100% (deductible doesn't apply)

Minimum Value Coverage will be offered no later than the first day of the fourth month following the date that the employee is determined to have full-time status. If the employee elects Minimum Value Coverage, the Employer will make a monthly contribution that is equal to the Minimum Value Coverage premium less 9.5% of the employee's Form W-2 wages paid during the month.

The Employer and Employee contributions for Minimum Value Coverage for those employees electing such coverage shall be included in Staffing Information to be provided by the incumbent Employer in the event of job bidding, pursuant to Sections 28.2 and 29.2 of the Agreement.

The Employer will pay this monthly contribution for any month in which Internal Revenue Code Section 4980H applies to the signatory Employer and has not been satisfied through an offer of minimum essential coverage under another plan. In 2016, there will be no Employer contribution if the amount of such monthly contribution would be more than \$260; in 2017 and thereafter, the applicable maximum Employer contribution will be the monthly equivalent of the annual penalty to Employers which do not offer Minimum Value Coverage under the Affordable Care Act. The amount of the premium cost above any employer contribution shall be paid by such employee through payroll deduction. Any determination that Internal Revenue Code Section 4980 applies to a signatory Employer, that an offer has been timely made, or that an employee has full-time status shall be made by the signatory Employer consistent with Internal Revenue Code Section 4980H.

Enrollment of employees in Minimum Value Coverage pursuant to this Section shall be subject to the rules of the General Employees Trust Fund. Effective January 1, 2016 or when Employer-provided dependent coverage is required by law, employees shall pay any additional cost necessary to provide coverage for dependents.

The above provisions apply to all Employers signatory to this Agreement, including any Employers which are exempt from Internal Revenue Code Section 4980H.

**FOR THE EMPLOYERS:**

By: Howard Beaud  
Date: 4/22/2017

**FOR THE UNION:**

**Service Employees International  
Union, United Service Workers West**

By: Mark P. Shaw  
Date: 4/17/2017

**APPENDIX G**  
**SPECIAL PROVISIONS REGARDING SEXUAL HARASSMENT OR MISCONDUCT,  
WAGE AND HOUR PROTOCOL**

A. Special Provisions Regarding Sexual Harassment or Misconduct. The Union and the Employer agree that male and female workers should have access to information about their rights in the workplace, including rights to be free from sexual harassment in the workplace. Accordingly, the Employer and the Union agree to the following concerning sexual harassment and complaints of sexual harassment in the workplace:

1. The Employer prohibits sexual harassment in the workplace of its employees and applicants for employment by any employee, non-employee, or applicant. Such conduct may result in disciplinary action up to and including dismissal.
2. The Employer will not tolerate, condone, or allow sexual harassment, whether engaged in by fellow employees, supervisors, or non-employees who conduct business with the Employer.
3. Sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:
  - (a) Submission to, or rejection of, such conduct is used as the basis for promotions or other employment decisions;
  - (b) The conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment.
  - (c) Sexual assault is a criminal offense which may be immediately reported to the police and to the Employer if it is any way work related.

Employees are entitled to work in an environment free from sexual harassment and a hostile or offensive working environment. Sexual harassment is unlawful discrimination, as is severe and pervasive conduct that belittles or demeans any individual on the basis of race, religious creed, color, national origin, ancestry, physical and/or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual preference, or other similar characteristics or circumstances.

No manager or supervisor shall threaten or imply that an employee's refusal to submit to sexual advances will adversely affect that person's employment, compensation, advancement, assigned duties, or any other term or condition of employment or career development. Sexual joking, lewd pictures, and any conduct that treats employees of one gender as sex objects are prohibited.

4. Employees who have complaints of sexual harassment may (and are encouraged to) report such complaints to their supervisor. If this person is the cause of the offending conduct, the employee may report the matter directly to the person designated by the Employer to receive such reports or through other proper channels established by the Employer, such as an employee hotline. Employer personnel will abide by proper standards of professionalism and respectful conduct towards employees while taking reports and performing investigations of sexual harassment. Confidentiality of reports and investigations of sexual harassment will be maintained to the greatest extent possible.

In the event that an employee makes a report involving persons not employed by the Employer, e.g. a building tenant or visitor, the Employer will forward copies of such report to the property owner or manager and request that they take immediate and appropriate steps to assure that any harassment stops.

In the case of investigations which involve one (1) or more employees covered under this Agreement, the Employer will make all possible efforts to complete the investigation within two (2) weeks, and both the Employer and the Union shall cooperate with one another in such investigations. Such cooperation shall include full access to all non-privileged investigatory documents prepared by the Employer. The employer shall ensure that the union receives all material information to thoroughly evaluate the underlying facts.

Employer will maintain a hotline through which employees should file initial reports of sexual harassment or work-related assault.

5. Upon receiving a report of sexual harassment or assault, the Employer will take reasonable steps to ensure the accused does not have contact with the person(s) they are alleged to have harassed or assaulted, until such time as the Employer has completed its investigation and made a determination as to the claim. The Employer may suspend accused employees without pay pending investigation. The Employer also may transfer accused employees between work sites on a temporary basis in order to comply with this Section. If an employee is suspended after being

accused of sexual harassment at work, he/she will be paid for all hours lost if following the investigation the complaint is determined to have been unsubstantiated. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.

6. Any manager, supervisor or employee who, after appropriate investigation, is found to have engaged in sexual harassment of another employee will be subject to disciplinary action, up to and including dismissal. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.
7. Employer will not in any way retaliate against any individual who makes a report of sexual harassment nor permit any employee to do so. Retaliation is a serious violation of this sexual harassment policy and should be reported immediately. Any person found to have retaliated against another individual for reporting sexual harassment will be subject to appropriate disciplinary action, up to and including dismissal. The Union will support the Employer's decisions in this regard consistent with the duty of fair representation.

Examples of such retaliation include, but are not limited to, the following: discipline, unfavorable or disparate treatment, ostracization/isolation, or transfer to another worksite (except for voluntary transfers,). If an employee is suspended after reporting having been the target of sexual harassment at work, he/she will be paid for all hours lost when the report is verified to be correct.

8. The Employer shall provide to all new bargaining-unit employees an orientation on the policies and rules regarding Sexual Harassment and Sexual Assault reasonably soon after the employees commence employment, within sixty days. Training shall be conducted in conformity with standards to be established by the State of California, Department of Industrial Relations (DIR), and shall cover at least the following topics:
  - (a) definitions of workplace sexual harassment and assault;
  - (b) potential consequences for perpetrators of workplace sexual harassment and assault;
  - (c) information on representatives of the Employer to whom an employee can report cases of workplace sexual harassment and assault;

- (d) community and mental health resources locally available for survivors of workplace sexual harassment or assault; including the East L.A. Women's Center Hotline;
- (e) strategies of defense.

In addition, the Employer shall provide updated training on the topics listed above to all bargaining-unit employees at least once per year.

The Employer shall maintain records to document the trainings listed above and participation by bargaining-unit employees.

- 9. The Employer shall provide the trainings listed above to all supervisory personnel, and in addition shall train them on their role in taking corrective action when incidents occur.
- 10. The Employer shall adopt and implement a workplace sexual assault and sexual harassment prevention plan which complies with California law, in conjunction with the Union.
- 11. The Union will maintain and distribute to its members a list of organizations which provide assistance to survivors of sexual harassment or assault.
- 12. Employees who in good faith report sexual harassment or assault will be permitted to take any accrued paid leave time to seek assistance from a listed organization. The Employer may, at its discretion, require written evidence of such assistance.
- 13. Employees with supervisory authority as defined by Section 2(11) of the National Labor Relations Act may not engage in sexual or romantic relationships with a subordinate employee.

## B. Wage and Hour Protocol

### 1. Introduction

The Parties to this Agreement believe that it is in the best interests of all involved – employees/members, employer, the Union, and the public interest – to promptly, fairly and efficiently resolve through mediation and arbitration all claims alleging violations of wage and hour and/or meal and rest period laws, including but not limited to claims based on the federal Fair Labor Standards Act, the California Labor Code, or any similar local law, ordinance or policy (collectively "Covered Claims"). As to any Covered Claim, each party waives to the maximum extent permitted by law the right to jury trial and to

bench trial, and the right to bring, maintain, or participate in any class, collective, or representative proceeding, including but not limited to under the PAGA or any other applicable similar laws, whether in arbitration or otherwise, to the full extent permitted by applicable law.

The Union will pursue a policy of evaluating such Covered Claims and bringing such claims to arbitration where appropriate. To this end, the parties establish the following system of mediation and arbitration to be the sole and exclusive method of resolving all such Covered Claims, whenever they arise. The Union and the Employer want those covered by this Agreement – and any attorneys representing employees – to be aware of this protocol, which makes mediation and arbitration the sole and exclusive method of resolving all individual or group Covered Claims applicable to bargaining unit employees, even where the Union has declined to bring such Covered Claims to arbitration.

For purposes of this Protocol, the term "Parties" refers to the person asserting the claim and the person responding to or defending the claim. A "Party" may be the Employer, the Union, or the individual employee or group/class of employees in cases where the Union has declined to pursue mediation or arbitration.

## 2. Mediation

- (a) Whenever a Party to this Agreement, including a member of the Union, intends to pursue a Covered Claim against another Party/ies to this Agreement, including a member of the Union, notice shall be provided of such claim to the Union, the Employer and the affected employee(s), and the matter shall be submitted to mediation, absent prior resolution through informal means. A notice of claim shall be filed within the applicable statutory statute of limitations, provided that if an employee has timely filed such claim in a forum provided for by statute, the claim will not be considered time-barred (but will nevertheless be subject to this Protocol).
- (b) Promptly following receipt of the notice, the Parties shall make request to the American Arbitration Association ("AAA") for the appointment of a Mediator to mediate the dispute. In all cases Mediators appointed by AAA shall be attorneys with appropriate training and experience in the conduct of mediations, and significant knowledge of employment discrimination statutes. The Union and Employer mutually commit to appointing mediators with appropriate skill and experience, as they view mediation as the important step in which many claims will be resolved.

- (c) As an alternative to the AAA appointment process described above, the Parties – or the Employer and the Employee attorney or representative – may select and appoint their own Mediator upon mutual agreement.
- (d) Within 30 days of being appointed, the Mediator shall notify the parties of his/her appointment and schedule a pre-mediation conference. At the conference, the Parties shall discuss such matters as they deem relevant to the mediation process, including discovery. The Mediator shall have the authority, after consulting with the Parties, to (1) schedule dates for the exchange of information and position statements, and (2) schedule a date for mediation.

Any disputes shall be decided by the Mediator. In the event the Mediator concludes that there has not been good faith compliance with his/her directives, including directives as to the holding of conferences and the conduct of discovery, the Mediator may, after notice and an opportunity to be heard, order appropriate sanctions.

- (e) The entire mediation process is a compromise negotiation for the purposes of the Federal Rules of Evidence and the California Evidence Code.
- (f) At the mediation, each party shall be entitled to present witnesses and/or documentary evidence. The Mediator shall be entitled to meet separately with each Party for the purpose of exploring settlement.
- (g) At the conclusion of the mediation, the Mediator shall be entitled to make a proposal to the Parties of a settlement agreement. Neither Party shall be required to adopt the proposal.
- (h) Mediation shall be completed before the claim is further processed on the merits in arbitration, as provided by Section 3, below. However, if the Union alleges the claim of a violation of the non-discrimination clause, the Union may proceed directly to arbitration as provided in Section 3(a), and bypass this Mediation procedure if it so chooses.
- (i) The fees of the Mediator shall be split equally between the Employer and the Union when the Union is pursuing the Mediation on behalf of an employee or group/class of employees. If the union has declined to pursue the Mediation, the fees of the Mediator shall be borne by the Employer.

### 3. Arbitration

- (a) With respect to those circumstances in which the Union has elected to pursue arbitration on behalf of an individual employee's or group/class of employees' Covered Claim(s) under this Appendix G (including claims based on federal or state statute), such arbitration shall be conducted pursuant to "Article XVII – Grievance and Arbitration Procedure" of this Agreement. The arbitrator appointed to decide such claim(s) shall have the same authority as described in Section (b)(ii) below.
- (b) With respect to those circumstances in which the Union has declined to pursue arbitration on behalf of an individual employee's or group/class of employees' Covered Claim(s) under this Appendix G (including claims based on federal or state statute), and the employee or employees are desirous of litigating the claim, the following arbitration process shall be followed exclusively. The arbitration process described herein will be available to employees who are represented by counsel and to those who are unrepresented by counsel, and shall constitute the exclusive method of resolving such disputes.
- (c) The Employer and employee's representative shall obtain from the American Arbitration Association ("AAA") a list of arbitrators who (1) are licensed attorneys, and (2) are qualified to decide employment discrimination cases. In the event that mediation fails and an employee or group/class of employees wish to continue to pursue the claim, in the circumstances described in paragraph (a), above, the list of arbitrators provided by the AAA shall be made available to the individual employee(s) and the Employer by the AAA, and the arbitrator shall be selected according to the AAA National Rules for Employment Disputes ("AAA Rules"), unless otherwise agreed by the parties. The fees of the arbitrator will be paid by the Employer, and any such arbitrations shall be conducted pursuant to the AAA Rules, except as expressly set forth herein, and any disputes about the manner of proceeding shall be decided by the arbitrator selected.
- (d) Any such arbitrations shall be conducted pursuant to the AAA National Rules for Employment Disputes, except those rules pertaining to administration by the AAA and the payment of fees, and any disputes about the manner of proceeding shall be decided by the arbitrator selected. The arbitrator shall apply the substantive law (and the laws of remedies, if applicable) of the state in which the Covered Claims arose, or federal law, or both, as applicable to the Covered Claims, shall apply the Federal Rules of Evidence, and shall apply the Federal Rules of Civil Procedure regarding discovery. The arbitrator is without jurisdiction to apply any different substantive law or law of remedies. The arbitrator can order the same individual remedies that a judge could in a court of

law, including injunctive relief, and has the authority to consider motions to dismiss and motions for summary judgment or summary adjudication. Should any party refuse or neglect to appear for, or participate in, the arbitration hearing, the arbitrator shall have the authority to decide the dispute based upon the evidence presented. The arbitrator's written decision shall: (i) issue within thirty (30) days of the conclusion of evidence; (ii) state the reasons to support the decision; and (iii) be based on governing law and evidence cited.

- (e) The Union will not be a party to the arbitration described in this subsection 3(b), and the arbitrator shall not have authority to award relief that would require amendment of this Agreement or other agreement(s) between the Union and the Employer, or conflict with such Agreements. Similarly, any mediation and/or arbitration outcome shall have no precedential value with respect to the interpretation of this Agreement or any Appendix F-1s of understanding pertaining thereto.
- (f) This Protocol is governed by and enforceable under the Federal Arbitration Act ("FAA"), the Protocol shall be interpreted under the FAA, and both the Employer and the Union agree that the Employer, its employees and the Union are engaged in interstate commerce as part of the Employer's business.
- (g) Nothing in this Protocol precludes any employee from filing a charge or from participating in an administrative investigation of a charge before an appropriate government commission, body, or agency, be it federal, state or local. Similarly, this agreement does not preclude the parties from conciliating any charge pending before an appropriate government commission, body or agency.

**FOR THE EMPLOYERS:**

By: James Beaud  
Date: 4/22/2017

**FOR THE UNION:**

**Service Employees International  
Union, United Service Workers West**

By: Mark P. Stewart  
Date: 4/17/2017

**APPENDIX H**  
**SIDE LETTER OF AGREEMENT**

**WAIVER OF CERTAIN PROVISIONS OF CALIFORNIA LABOR CODE 238.5**

California Labor Code § 238.5 imposes joint liability upon the parties to a property service contract for unpaid wages to workers performing work under such a contract. Under California Labor Code § 238.5(b), the joint and several liability created by that section can be waived if the workers are covered by a bona fide collective bargaining agreement and the parties expressly agree to waive the joint and several liability created by that section.

The parties to the collective bargaining agreement (the "Master Agreement") between the Northern California Maintenance Contractors and Service Employees International Union, United Service Workers-West, hereby agree to waive the joint and several liability protections created by Labor Code § 238.5 for the term of their current collective bargaining agreement, commencing on May 1, 2016 through April 30, 2020. This Waiver applies only to work performed by bargaining-unit employees within the jurisdiction of the Master Agreement, and who are employed by Employers signatory to the Master Agreement in the counties of Santa Clara, San Mateo, Alameda, Contra Costa, Sacramento, Yolo and Placer in the State of California.

**FOR THE EMPLOYERS:**

By: James Bernal  
Date: 4/22/2017

**FOR THE UNION:**

**Service Employees International  
Union, United Service Workers West**

By: Mark P. Stewart  
Date: 4/17/2017

**APPENDIX I**  
**LIST OF SIGNATORY EMPLOYERS**

**The following Employers are signatory to this Agreement and were represented in the negotiations which resulted in this Agreement.**

1. Able Building Maintenance
2. ABM Industry Groups, LLC
3. Customized Performance
4. C&W Services
5. DMS Facility Services
6. Flagship, Inc.
7. GCA Services
8. Harvard Maintenance
9. IMS Facility Services
10. ISS Facility Services, Inc.
11. Little Giant
12. Nationwide Janitorial Services
13. Pacific Maintenance
14. Platinum Services
15. PowerClean Enterprises
16. Preferred Services
17. Pristine Environments
18. Reynolds Cleaning
19. SBM Site Services
20. Service By Medallion
21. Spencer Building Maintenance
22. United Building Maintenance, Inc.
23. Universal Building Services